ADAMS COUNTY, COLORADO SERVICE AGREEMENT ADDENDUM ONE

THIS ADDENDUM TO THE SERVICE AGREEMENT ("Addendum") is entered into this <u>26th</u> day of <u>August</u>, 2013, 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," and **Community College of Aurora (CCA)**, located at 9202 East Severn Place, Denver, Colorado 80230 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on October 17, 2012, the County entered into a Service Agreement with **Community College of Aurora (CCA)**, to provide quality case management, training, and job placement services to help families move from welfare to work successfully for the TANF Colorado Works Program, and,

WHEREAS, the County and the Contractor mutually desire to extend option year one of the Service Agreement effective November 1, 2013 pursuant to **Section 10 Changes Orders and Extension** 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. Pursuant to **Section 9.7 Notices**: The Contractors contact information is changed effective July 16, 2013 for this Agreement and should now be sent to:

and

Joyce Benson-Fox, Director Center for Workforce Development Community College of Aurora 9202 E. Severn Pl. Bldg. 901 Denver, CO 80230

Phone: 303.340.7043

e-mail: Joyce.Benson-Fox@ccaurora.edu

Richard Maestas, VP Administrator Community College of Denver 9202 East Severn Place North Quad Bldg 901, Room 200

Denver, CO 80230 303.360.4751

Richard.maestas@ccaurora.edu

- 2. The County shall pay the Contractor for the work furnished under this Addendum in accordance with Section 3 Payment and Price Schedule Attachments A1-A2 of the Service Agreement RFP2012.159 for a sum not to exceed two hundred-ten thousand, seven hundred ninety-three dollars and no cents (\$210,793.00).
- 3. The term of the Service Agreement is extended for one (1) additional year effective through October 31, 2014.
- 4. The Service Agreement and **Addendum One** 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 Addendum One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and Addendum One, the terms, conditions, and provisions of Addendum One shall prevail.

- 5. The Recitals contained in Addendum One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
- Addendum One 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.
- 7. Nothing expressed or implied in Addendum One 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 Addendum One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
- 8. If any provision of Addendum One is determined to be unenforceable or invalid for any reason, the remainder of Addendum One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 9. Each party represents and warrants that it has the power and ability to enter into Addendum One, 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.

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BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO By: Chair CONTRACTOR: COMMUNITY COLLEGE OF AURORA (CCA)	8-76-13 Date
Authorized Signature ATTEST: Karen Long Clerk and Recorder NOTARIZATION: COUNTY OF Hrapahoe STATE OF COLORADO Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and sworn to before me this 20 day of Pulphone Signed and Signed	Date J.P. A.D. Sarvices Title APPROVED AS TO FORM: Adams County Attorney's Office By: Attorney Signature Attorney Signature
by <u>Richard Maestas</u> , We My commission expires on: <u>4-3-2017</u> Notary	Public Public OF CCL