ADAMS COUNTY, COLORADO SERVICE AGREEMENT

AMENDMENT FOUR

Mental Health Consultation Services

THIS AMENDMENT FOUR ("Amendment Four") is made this 30 day of 0cto 0cto 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and DENVER CHILDREN'S ADVOCACY CENTER, located at 2149 Federal Blvd, Denver, Colorado 80211, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on October 11, 2016, the County entered into Agreement #RFP 2016.327 with Denver Children Advocacy Center; and

WHEREAS, on June 19, 2018, the County entered into Amendment Three #2018.351 with to increase the agreement amount for additional mental health consultant services; and

WHEREAS, on January 8, 2018, the County entered into Amendment Two to renew first option year; and

WHEREAS, on February 10, 2017, the County entered into Amendment One #2016.380 to increase the agreement amount for additional consultant work week hours to provide mental health consultation services to eligible Adams County families; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the last renewal term for one additional year effective October 10, 2018 pursuant to Section 3 TERM, Paragraph 3.2 Extension Options.

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 pay the Contractor for the services furnished under this Amendment Four in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed sixty-six thousand dollars and no cents (\$66,000.00) for the last option year.
 - 2. The term of the Service Agreement is extended for one (1) additional year effective through October 10, 2019.

- 3. The Service Agreement, Amendment One, Amendment Two, Amendment Three, and Amendment Four contains 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, Amendment One, Amendment Two, and Amendment Three that are not amended or modified by Amendment Four shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Amendment One, Amendment Two, and Amendment Three the terms, conditions, and provisions of Amendment Four shall prevail.
- 4. The Recitals contained in Amendment Four are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
- 5. Amendment Four 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 Amendment Four 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 Amendment Four or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment Four 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 Amendment Four is determined to be unenforceable or invalid for any reason, the remainder of Amendment Four 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 Amendment Four, to grant the rights granted herein, and to perform the duties and obligations herein described.

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IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO

By:			٠.
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Chair			

10|30|16 Date

CONTRACTOR: DENVER CHILDREN'S ADVOCACY CENTER

Name (Print or Type)

Authorized Signature

ATTEST: Stan Martin
Clerk and Recorder

10.16.18

Date

EXECUTIVE DIRECTOR

Title

APPROVED AS TO FORM
Adams County Attorney's Office

Attorney Signature

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