

ADAMS COUNTY, COLORADO
AMENDMENT FIVE 2018.515 FOR PROJECT/SERVICE

THIS AMENDMENT FIVE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2013.187 is entered into this 30 day of OCTOBER, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Community Reach Center, Inc, located at 9831 Huron St., Thornton, Co 80260, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on July 1, 2013, the County entered into a Professional/Purchase of Service Agreement 2013.187 with Contractor; 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. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year to June 30, 2019.
2. The fee schedule shall be \$300,550.00.
3. The Service Agreement and this Amendment Five 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. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Five, the terms, conditions, and provisions of this Amendment Five shall control.
4. The Recitals contained in this Amendment Five are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment Five 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 Amendment Five 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 Amendment Five or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Five 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 Amendment Five is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Five 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 Amendment Five, 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.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Mary Hays
Chair

10/30/18
Date

COMMUNITY REACH CENTER, INC.

Rick Duncanson
Print Name
[Signature]
Signature

Chief Executive Officer
Print Title
10/22/18
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

Stan Martin
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney