

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT  
ADDENDUM ONE

THIS AGREEMENT ("Agreement") is made this 14<sup>th</sup> day of May 2015, 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 **CHILDREN'S HOSPITAL COLORADO**, located at 13123 E. 16<sup>th</sup> Avenue, B240, Aurora, Colorado 80045, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on January 30, 2015, the County entered into Agreement #2014.130 with Children's Hospital Colorado, to provide Pediatric Dental Services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to increase the agreement amount due to additional services and cost, pursuant to **Section 11 Changes Orders and Extensions**.

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. **Section 4. Payment and Fee Schedule shall read as follows:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in the sum of twenty-two thousand, five hundred dollars and no cents (\$22,500.00), and additional cost in the amount of twenty thousand dollars and no cents (\$20,000.00), for an amount of **forty-two thousand, five hundred dollars and no cents (\$42,500.00)**.
2. 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.
3. The Recitals contained in Addendum One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
4. 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.

5. 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.
6. 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.
7. 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.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By:

*Joel Lepp*  
County Manager

5/14/15  
Date

**CONTRACTOR:  
CHILDREN'S HOSPITAL COLORADO**

By:

JANINE COSTANTINI  
Name (Print or Type)

5-6-15  
Date

*Janine Costantini*  
Authorized Signature

PRATILE D.R. *QC*  
AMBULATORY ~~OPERATION~~ MGR.  
Title

**ATTEST:**

Stan Martin  
Clerk and Recorder

*Stan Martin*

**APPROVED AS TO FORM**

Adams County Attorney's Office

By: *W. Delst*  
Attorney Signature

**NOTARIZATION:**

COUNTY OF Adams )  
 )SS.  
STATE OF COLORADO )

Signed and sworn to before me this 6<sup>th</sup> day of May, 2015,

by *Janine Costantini*,  
Notary Public

My commission expires on: 7-23-2019

