## ADAMS COUNTY, COLORADO SERVICE AGREEMENT ADDENDUM FOUR

THIS ADDENDUM FOUR ("Addendum") is made this 217 day of 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 MAPLE STAR COLORADO, located at 2550 South Oneida Street, Suite 100, Denver, Colorado 80224, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

## RECITALS

WHEREAS, on October 14, 2014, the County entered into Addendum Three #2014.137-021 with Maple Star Colorado to provide Removal Prevention Services as described in Staff Manual Volume 7, Section 7.303.1, A, C, and J., to families referred by the Adams County Human Services Department, pursuant to the Colorado Family Preservation Act §§26-5-101, et seq., C.R.S., and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303, and,

WHEREAS, the County and the Contractor mutually desire to amend the Agreement to add language for change orders and extensions, in addition to extending the last renewal of the Service Agreement effective June 1, 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. Section III-Term. The below two paragraphs are added and read as follows:

Change Orders or Extensions: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision, or if no provision exists, pursuant to the terms of the Change Order.

Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

- 2. The County shall pay the Contractor for the services furnished under this Addendum in accordance with Section V Payment and Fee Schedule of the Service Agreement #2012.107 for a sum not to exceed three hundred-two thousand, one hundred-twenty dollars and no cents (\$302,120.00).
- 3. The term of the Service Agreement is extended for the last renewal year effective through May 31, 2016.
- 4. The Service Agreement, Addendum One, Addendum Two, Addendum Three and Addendum Four 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 Four shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Addendum One, Addendum Two, Addendum Three and Addendum Four the terms, conditions, and provisions of Addendum Four shall prevail.
- 5. The Recitals contained in Addendum Four are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.

- 7. Nothing expressed or implied in Addendum 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 Addendum Four or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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.
- 8. If any provision of Addendum Four is determined to be unenforceable or invalid for any reason, the remainder of Addendum Four 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 Four, to grant the rights granted herein, and to perform the duties and obligations herein described.

| 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   | or have caused their names to be affixed.                                  |
| BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO  |  |
| By: Chairman  | May 24, 2015 Date  |
| CONTRACTOR:<br>MAPLE STAR COLORADO  |  |
| By: Name (Print or Type)  Authorized Signature  | 5-19-15  Date  Executive Director  Title                                   |
| ATTEST: Stan Martin Clerk and Recorder  | APPROVED AS TO FORM Adams County Attorney's Office  By: Attorney Signature |
| COUNTY OF COLORADO )SS.   |  |
| STATE OF COLORADO )   | 71/ 2016   |
| by Agent Signed and sworn to before me this 19th day of Motory Public My commission expires on: 1011111111111111111111111111111111111 | , 2015,  |
| My commission expires on:   | MEGAN R. REINBOLD<br>NOTATE OF COLORADO                                    |

NOTARY ID 20144040120 MY COMMISSION EXPIRES OCTOBER 14, 2018