## ADAMS COUNTY, COLORADO SERVICE AGREEMENT ADDENDUM FIVE

THIS ADDENDUM FIVE ("Addendum") is made this day of August 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 the Regents of the University of Colorado, for and on behalf of, the UNIVERSITY OF COLORADO DENVER, ADDICTION RESEARCH & TREATMENT SERVICES (ARTS) located at 3738 W. Princeton Circle, Denver, CO 80236, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

## RECITALS

WHEREAS, on September 26, 2014, the County entered into Addendum Four #2014.137-18 with **Synergy** to provide Home Based, MST and Substance Abuse Services for 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 IV Payment and Fee Schedule of the Service Agreement** for a sum not to exceed seventy thousand dollars and no cents (\$70,000.00).
- 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, Addendum Four, and Addendum 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. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by Addendum Five 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, Addendum Four, and Addendum Five the terms, conditions, and provisions of Addendum Five shall prevail.



- 5. The Recitals contained in Addendum Five are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
- 6. Addendum 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.
- 7. Nothing expressed or implied in Addendum 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 Addendum Five or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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.
- 8. If any provision of Addendum Five is determined to be unenforceable or invalid for any reason, the remainder of Addendum Five 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 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.

BOARD OF COUNTY COMMISSIONERS

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ADAMS COUNTY, COLORADO By: 8/18/15 County Manager CONTRACTOR: UNIVERSITY OF COLORADO d/b/a SYNERGY By: Shaun P. McMullin, CPA August 4, 2015 Name (Print or Type) Date Deputy Controller Title Authorized Signature APPROVED AS TO FORM ATTEST: Adams County Attorney's Office Stan Martin By Attorney Signature NOTARIZATIO **COUNTY OF** SS. STATE OF COLORADO Signed and sworn to before me this 4th day of August Deputy Controller Shaun McMullin My commission expires on: 10/20/2017

LYNNE M WELLS

Notary Public State of Colorado Notary ID 20094033958 My Commission Expires Oc. 20, 25