

**ADAMS COUNTY, COLORADO
AMENDMENT FIVE 2019.112 FOR
HOME BASED INTERVENTION SERVICES**

THIS AMENDMENT FIVE TO PURCHASE OF SERVICE AGREEMENT 2016.414 is entered into this 23 day of April, 2019, 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 Denver Area Youth Services, located at 1530 W. 13th Avenue, Denver, Colorado 80204, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on December 15, 2016, the County entered into a Purchase of Service Agreement 2016.414 with Contractor; and,

WHEREAS, on May 30, 2017, the County renewed the Purchase of Service Agreement 2017.262 with Contractor to extend the agreement until May 31, 2018; and,

WHEREAS, on November 13, 2018, the County renewed the Purchase of Service Agreement 2018.801 with Contractor to extend the agreement until May 31, 2019; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add funds for additional clientele.

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 add twenty-five thousand dollars (\$25,000.00) to the agreement for a not to exceed Agreement price of one hundred twenty-five thousand dollars (125,000.00).
2. 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 One, the terms, conditions, and provisions of this Amendment Five shall control. Invoices for fixed rate payments are due no later than the 8th of every month. Fee for service payments are due no later than the 10th of every month.
3. The Recitals contained in this Amendment Five are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

4. 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 Five and the same agreement.
5. 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.
6. 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.
7. 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
COUNTY MANAGER



Ray Gonzales

4.26.19

Date

DENVER AREA YOUTH SERVICES

Noël A d'Alberkis, MSW, MBA

Print Name

CEO

Print Title




Signature

4-16-19

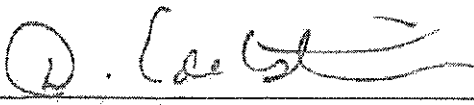
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney