

ADAMS COUNTY, COLORADO
AMENDMENT THREE 2019-114 FOR MENTAL HEALTH SERVICES

THIS AMENDMENT THREE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.606 is entered into this 17 day of May, 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, Dr. James Baroffio, located at 5420 S Quebec Street, Suite 102, Glenwood, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on November 18, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.606 with Contractor; and,

WHEREAS, on May 19, 2017, the County extended the Purchase of Service Agreement 2017.252 with Contractor to extend the agreement until May 31, 2018; and,

WHEREAS, on October 9, 2018, the County extended the Purchase of Service Agreement 2018.847 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 costs to meet the program needs.

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. An additional ten thousand dollars (\$10,000.00) dollars will be added to the existing agreement for a total not to exceed contract amount of forty thousand dollars (\$40,000.00).
2. The Service Agreement and this Amendment Three 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 Three, the terms, conditions, and provisions of this Amendment Three shall control.
3. The Recitals contained in this Amendment Three are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This Amendment Three 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 this Amendment Three 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 Three or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Three 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 Three is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Three 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 Three, 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



Raymond H. Gonzales

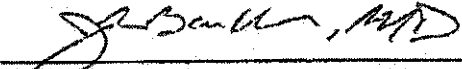
5/17/19

Date

Dr. James Baroffio

Dr. James R Baroffio Jr.
Print Name

Owner/Director of Clinical
Print Title Psychologist



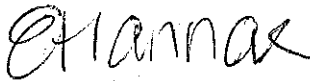
Signature

4/25/19


Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:



Deputy Clerk



County Attorney