ADAMS COUNTY, COLORADO SERVICE AGREEMENT ADDENDUM THREE

THIS ADDENDUM TO THE SERVICE AGREEMENT ("Addendum") is entered into this day of <u>Standar</u>, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and SHILOH HOUSE, INC., located at 6400 West Coal Mine Avenue, Littleton, Colorado 80123 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on September 16, 2013, the County entered into a Service Agreement under Addendum Two 2012.190 with **Shiloh House**, **Inc.**, to provide emergency shelter for children in crisis and residential facility for children needing long-term treatment services, and,

WHEREAS, the term of the agreement expired on June 30, 2014, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to for one additional year effective July 1, 2014.

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 County shall pay the Contractor for the work furnished under this Addendum in accordance with Section IV, Payment and Fee Schedule of Service Agreement 2012.147 for a sum not exceed one million seven-hundred ninety-eight thousand, seven hundred-twenty dollars and no cents (1,798,720.00).
- 2. The term of the Service Agreement is extended for one (1) additional year effective through June 30, 2015.
- 3. The Service Agreement, Addendum One, Addendum Two and Addendum 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. Any terms, conditions, or provisions of the Service Agreement, Addendum One and Addendum Two that are not amended or modified by Addendum Three 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, and Addendum Two the terms, conditions, and provisions of Addendum Three shall prevail.
- 4. The Recitals contained in Addendum Three are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
- 5. Addendum 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.

- 6. Nothing expressed or implied in Addendum 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 Addendum Three or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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.
- 7. If any provision of Addendum Three is determined to be unenforceable or invalid for any reason, the remainder of Addendum Three shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 8. Each party represents and warrants that it has the power and ability to enter into Addendum 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.

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO	
By: Chairman	9 8 14 Date
CONTRACTOR: SHILOH HOUSE, INC.	
By: Steven Ramile En Name (Print or Type)	Date 8-21-14
Authorized Signature	Title (B)
ATTEST: Karen Long Clerk and Recorder	APPROVED AS TO FORM: Adams County Attorney's Office By:
NOTARIZATION: JE HELSON)	Attorney Signature
STATE OF CONTACT Signed and sworn to before me this Alst day of	<u>12 UST</u> , 2014,
by Steven Ramirez, Notary Public	aschneider
My commission expires on: $9.29.17$	
	ANNA KATHLEEN SCHNEIDER Notary Public State of Colorado Notary ID 2012/055/01

My Commission Expires Aug 29, 2017