

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT
ADDENDUM TWO

THIS ADDENDUM TWO ("Addendum") is made this 19th day of April, 2016, 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 " and DENVER CHILDREN'S ADVOCACY CENTER, located at 2149 Federal Boulevard, Denver, Colorado 80211, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on February 25, 2015, the County entered into Addendum One #2015.306 with Contractor, to provide Mental Health Consultation Services, and,

WHEREAS, the County and the Contractor mutually desire to amend Addendum One to increase the dollar amount effective March 1, 2016 pursuant to **Section 11. Change Orders or Extensions, Paragraph 11.1 Change Orders.**

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 services furnished under this Addendum Two in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed sixty-thousand dollars and no cents (\$60,000.00) for the last option year.
2. The term of the Service Agreement is changed from February 25, 2016 to May 28, 2016.
3. The Service Agreement, Addendum One and Addendum Two 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 and Addendum One that are not amended or modified by Addendum Two 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 Two shall prevail.
4. The Recitals contained in Addendum Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum Two 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 Two 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 Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum Two 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 Two is determined to be unenforceable or invalid for any reason, the remainder of Addendum Two 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 Two, 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:

Steven J. Donner
Chairperson

4/19/16
Date

**CONTRACTOR:
DENVER CHILDREN'S ADVOCACY CENTER**

By:

WIZNE INDART
Name (Print or Type)

4.5.2016
Date

[Signature]
Authorized Signature

EXECUTIVE DIRECTOR
Title

ATTEST:
Stan Martin
Clerk and Recorder

[Signature]

APPROVED AS TO FORM
Adams County Attorney's Office

By: [Signature]
Attorney Signature

NOTARIZATION:

COUNTY OF Denver)
)SS.

STATE OF COLORADO

Signed and sworn to before me this 5th day of April, 2016,

by Dulce R. Solis

Notary Public

My commission expires on: August 18, 2018

