## ADAMS COUNTY, COLORADO SERVICE AGREEMENT ADDENDUM FOUR

THIS ADDENDUM FOUR ("Addendum") is made this 18th day of 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 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 October 7, 2014, the County entered into Addendum Three #2014.137-15 with **Shiloh House Inc.**, to provide Family Group Decision Making 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 thirty thousand dollars and no cents (\$30,000.00).
- 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 and Addendum Four 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 Four 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 and Addendum Four the terms, conditions, and provisions of Addendum Four shall prevail.
- 5. The Recitals contained in Addendum Four are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.

- 6. Addendum Four 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 Four 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 Four or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum Four 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 Four is determined to be unenforceable or invalid for any reason, the remainder of Addendum Four 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 Four, 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: Low Leave County Manager  CONTRACTOR: SHILOH HOUSE, INC	
By: Steven Ramirez Name (Print or Type)  Secret Convers Authorized Signature	(0.1.15) Date  C.C.D.  Title
ATTEST: Stan Martin	APPROVED AS TO FORM
Clerk and Recorder	Adams County Attorney's Office  By: Attorney Signature
	By: Attorney Signature  ANNA KATHLEEN SCHNEIDER  Notary Public  State of Colorado