

ADAMS COUNTY, COLORADO
AMENDMENT ONE
FOR
CHILD ONLY CASE MANAGEMENT SERVICES (TANF)

THIS AMENDMENT ONE TO PURCHASE OF SERVICE AGREEMENT is made this 7 day of March 2017, 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 FAMILY TREE, INC., located at 3805 Marshall Street, Wheat Ridge, Colorado 80033, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on March 22, 2016, the County entered into Purchase of Service Agreement #2015.291 with **Family Tree, Inc.**, to provide child only case management services (TANF) to eligible Adams County families, and,

WHEREAS, the County and the Contractor mutually desire to amend the Purchase of Service Agreement and renew for one additional year effective March 22, 2017, pursuant to **Section 3 TERM, Paragraph 3.2 Extension Options**.

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 Amendment One in accordance with **Section 4 Payment and Fee Schedule** for a sum not to exceed two hundred seventeen thousand nine hundred and eighty dollars and no cents (\$217,980.00) for option year renewal.
2. The term of the Purchase of Service Agreement is extended for one (1) additional year effective through March 21, 2018.
3. The Purchase of Service Agreement, and Amendment One 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 Purchase of Service Agreement that are not amended or modified by Amendment One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Purchase of Service Agreement, and Amendment One the terms, conditions, and provisions of Amendment One shall prevail.
4. The Recitals contained in Amendment One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Amendment One 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 Amendment One 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 Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment One 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 Amendment One is determined to be unenforceable or invalid for any reason, the remainder of Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Purchase of Service Agreement.

8. Each party represents and warrants that it has the power and ability to enter into Amendment One, 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:



 Chair

March 7, 2017

 Date

**CONTRACTOR:
FAMILY TREE, INC.**

By:

Scott Shields

 Print Name

02/16/2017

 Date



 Authorized Signature

Chief Executive Officer


 Print Title

ATTEST:
 Stan Martin
 Clerk and Recorder

Channah

 Deputy Clerk

APPROVED AS TO FORM

By: 

 Attorney Signature