

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT
ADDENDUM ONE

THIS ADDENDUM TO THE SERVICE AGREEMENT ("Addendum") is entered into this 18th day of November, 2013, 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 **Alternatives to Family Violence**, located at P.O. Box 385, Commerce City, Colorado 80037, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on February 4, 2013, the County entered into a Service Agreement RFP#2012.226C with **Alternatives to Family Violence** to provide a TANF Housing and Domestic Violence (Emergency Shelter, Housing, Homelessness Prevention and Mothers Supporting Mothers Program), and,

WHEREAS, the County and the Contractor mutually desire to extend option year one of the Service Agreement effective January 1, 2014, pursuant to **Section 10 Change Orders and Extensions**; and,

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 3 Payment and Price Schedule Attachments A1-A6 of Service Agreement RFP2012.226C** for a sum not to exceed one hundred sixty-five thousand, two hundred forty dollars and no cents (\$165,240.00).
2. The term of the Service Agreement is extended for one (1) additional year effective through December 31, 2014.
3. The Service Agreement and **Addendum 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 Service Agreement that are not amended or modified by Addendum One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and Addendum One, the terms, conditions, and provisions of Addendum One shall prevail.
4. The Recitals contained in Addendum One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum 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 Addendum 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 Addendum One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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 Addendum One is determined to be unenforceable or invalid for any reason, the remainder of Addendum One 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 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: [Signature]
Chair

11-18-13
Date

**CONTRACTOR:
ALTERNATIVES TO FAMILY VIOLENCE**

By: Yolanda S. Gotier
Name (Print or Type)

11/05/2013
Date

[Signature]
Authorized Signature

Executive Director
Title

ATTEST:
Karen Long
Clerk and Recorder



[Signature]

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

NOTARIZATION:
COUNTY OF Adams)
STATE OF COLORADO)SS.
)

Signed and sworn to before me this 5 day of November, 2013,

by Yolanda S. Gotier, [Signature]
Notary Public

My commission expires on: 9/18/17

