

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

AMENDMENT ONE
DOMESTIC VIOLENCE SHELTER AND SERVICES
TANF PROGRAM

THIS AMENDMENT ONE ("Amendment One") is made this 6 day of May 2019, by and between the Adams County Board of County Commissioners, located at 4480 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 April 3, 2018, the County entered into Agreement #RFP2017.376 with Family Tree, Inc., to provide domestic violence shelter and services-TANF program, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to renew the services for one additional year effective April 3, 2019 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 an additional sum not to exceed one hundred-eighty-five thousand, nine hundred fourteen dollars and no cents (\$185,914.00) for the first option year.
2. The term of the Service Agreement is extended for one (1) additional year effective through April 2, 2020.
3. The 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 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 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 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.

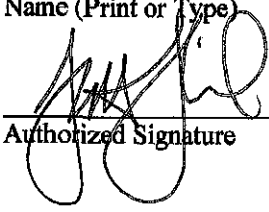
IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

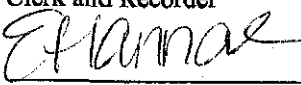
By: 
 Raymond H. Gonzales, County Manager


5.6.2019
 Date

**CONTRACTOR:
FAMILY TREE, INC.**

By: Scott Shields
 Name (Print or Type)

 Authorized Signature

4/30/19
 Date
 Chief Executive Officer
 Title

ATTEST:
 Josh Zygielbaum
 Clerk and Recorder


APPROVED AS TO FORM
 Adams County Attorney's Office
 By: 
 Attorney Signature