

**ADAMS COUNTY, COLORADO
AMENDMENT ONE 2019.409 FOR HOUSING SERVICES**

THIS AMENDMENT ONE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2019.409 is entered into this 29 day of OCTOBER, 2019, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Family Tree Inc., located at 3801 Marshall Street, Suite 100, 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 September 18, 2018, the County entered into a Professional Service Agreement 2018.315C with Family Tree Inc. to provide shelter and homeless prevention services - TANF program; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the agreement for one additional year effective September 18, 2019.

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 Service Agreement is hereby amended to extend the term of the Agreement until August 31, 2020.
2. The fee schedule shall not exceed Two hundred thirty-five thousand six hundred eighty-five dollars and zero cents (\$235,685.00).
3. The following language shall be incorporated into the Agreement:

Monitoring

Adams County will monitor Contractor's performance of its obligations under this Agreement through review of submitted reports, sub-awards, and other documents as necessary or may also conduct on-site monitoring of the Contractor and or Subrecipient, if applicable, to determine whether performance goals, administrative standards, financial management, and other requirements of this Agreement have been met. Adams County shall monitor Contractor's performance in a manner that does not unduly interfere with the Contractor's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Contractor shall contain provisions permitting both Contractor and Adams County to perform all monitoring of the Subrecipient in accordance with the Uniform Guidance Code of Federal Regulation Title 2: Grants and Agreement Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4. The Service Agreement and attachments shall incorporate the information attached hereto as Exhibit A.
5. The Service Agreement and this 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. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of

the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.

6. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
7. This 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.
8. Nothing expressed or implied in this 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 this Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this 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.
9. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
10. Each party represents and warrants that it has the power and ability to enter into this 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.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Stevie J. Davis
Chair

10/29/19
Date

FAMILY TREE INC.

SCOTT SWIGLAS
Print Name

CEO
Print Title

[Signature]
Signature

10/23/19
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney