

ADAMS COUNTY, COLORADO
AMENDMENT TWO 2019.410 FOR HOUSING SERVICES

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2017.329A is entered into this 11 day of NOVEMBER, 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 Adams County Housing Authority (d/b/a Unison) located at 7190 Colorado Blvd, 6th Floor, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on September 12, 2017, the County entered into a Professional/Purchase of Service Agreement 2017.329A with Contractor, to provide shelter and housing 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 12, 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 for one additional year until August 31, 2020.

The fee schedule shall not exceed three hundred six thousand two hundred fifty dollars (\$306,250.00).

2. 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 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 Contractor enters into a subcontract or subgrant with an entity that would also be considered a Subcontractor, then the subcontract or subgrant entered into by Contractor shall contain provisions permitting both Contractor and Adams County to perform all monitoring of the Subcontractor 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.

- ACHA must provide 100% time reporting for all staff and leadership; and be able to reasonably prove that they were working on the contract.
 - Invoices will need to be accompanied with proof of need and proof of payment for Direct Assistance.
3. The Service Agreement and attachments shall incorporate the information attached hereto as Exhibit A.
 4. The Service Agreement and this Amendment Two 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

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

5. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment Two 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 this Amendment Two 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 Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Two 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 this Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two 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 this Amendment Two, 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

Steven J. Dorazio
Chair

11/19/19
Date

Adams County Housing Authority

Peter Lifari
Print Name

Executive Director
Print Title

Peter F. Lifari
Signature

November 13, 2019
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

E. Hanna
Deputy Clerk
DOC One5239424 Revised 1/4/17

APPROVED AS TO FORM:

D. Seelst
County Attorney