

ADAMS COUNTY, COLORADO
AMENDMENT TWO
FOR
Housing and Domestic Violence Services

THIS AMENDMENT TWO ("Amendment Two") is made this 14 day of FEBRUARY 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 Amendment One with **Family Tree, Inc.**, to provide housing and domestic violence services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year effective March 1, 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 Two in accordance with **Section IV Payment and Fee Schedule** for a sum not to exceed one-hundred twenty-one thousand, six hundred-nine dollars and no cents (\$121,609.00) for option year two.
2. The term of the Service Agreement is extended for one (1) additional year effective through February 28, 2018.
3. The Service Agreement, Amendment One and 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. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by Amendment Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Amendment One and Amendment Two the terms, conditions, and provisions of Amendment Two shall prevail.
4. The Recitals contained in Amendment Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. 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.

6. Nothing expressed or implied in 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 Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in 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.
7. If any provision of Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of Amendment Two 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 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.

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

By: [Signature]
Chair

Date 2/14/17

**CONTRACTOR:
FAMILY TREE, INC.**

By: Scott Shields

Date 2/6/17

Name (Print or Type)
[Signature]
Authorized Signature

Title Chief Executive Officer

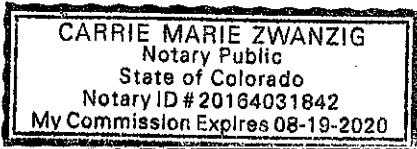
ATTEST:
Stan Martin
Clerk and Recorder

[Signature]

APPROVED AS TO FORM
Adams County Attorney's Office

By: [Signature]
Attorney Signature

NOTARIZATION:
COUNTY OF Jefferson)
)SS.



STATE OF COLORADO
Signed and sworn to before me this 6th day of February, 2017,

by [Signature], [Signature]
Notary Public

My commission expires on: August 19, 2020