## ADAMS COUNTY, COLORADO FIRST ADDENDUM TO SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 1900 day of 2012, 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," acting in its capacity as the Adams County Board of Human Services, and Alternatives to Family Violence, located 8931 North Huron Street, Thornton, CO 80260, hereinafter referred to as the "Contractor."

## RECITALS

WHEREAS, on June 1, 2011, the County entered into a Service Agreement with, Alternatives to Family Violence to provide Domestic Violence Intervention Services to families referred by Adams County Human Services Department (ACHSD)/ pursuant to the Colorado Family Preservation Act §§ 26-5-101, et seq., C.R.S. and 19-3-208 et seq., C.R.S., and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303, and,

WHEREAS, the term of the agreement expired on June 30, 2012, and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through December 31, 2012 to facilitate the request for proposal process, 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 reimburse the Contractor for the work provided under this First Addendum in accordance with **Section IV of the Service Agreement**. Beginning June 1, 2012 through December 31, 2012, Adams County will pay Alternatives to Family Violence a sum not to exceed \$46,681.50.
- 2. The term of the Service Agreement is extended through December 31, 2012.
- 3. The Service Agreement and this First Addendum 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 this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
- 4. The Recitals contained in this First Addendum are incorporated into the body hereof an accurately reflect the intent and agreement of the parties.
- 5. This First Addendum 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 this First Addendum 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 First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum 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 this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum 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 this First Addendum, 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 Chairman	0.10.12 Date
ATTEST: KAREN LONG CLERK AND RECORDER Deputy Clerk	Approved as to form:  Adams County Attorney's Office
ALTERNATIVES TO FAMILY VIOLENCE  Wolanda Gotier, Executive Director	September 12, 2012
Signed and sworn to before me on this/ day	of <u>sept</u> , 2012 by
Notary Public  My commission expires on: 10/15/2014	

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Alternatives & Family Virlence
Company Name

Date

Name (Print or Type)

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Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com\employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering