

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT
ADDENDUM TWO

THIS ADDENDUM TO THE SERVICE AGREEMENT ('Addendum') is entered into this 6th day of November, 2014, 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," 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 August 26, 2013, the County entered into Addendum One #2013.167 with **Family Tree, Inc.**, to provide short-term (three months) intervention services for families receiving child only TANF Basic Cash Assistance management and ensuring stability for families participating in the program for the TANF Stable Families Program, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement for one additional year effective November 1, 2014 pursuant to **Section 10 Changes Orders and Extension**.

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 work furnished under this Addendum in accordance with **Section 3 Payment and Price Schedule Attachments A1-A2 of the Service Agreement RFP 2012.156** for a sum not to exceed two hundred ten thousand, three hundred forty-three dollars and no cents (\$210,343.00).
2. The term of the Service Agreement is extended for one (1) additional year effective through October 31, 2015.
3. The Service Agreement, Addendum One, and Addendum 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, and Addendum One that are not amended or modified by Addendum Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Addendum One, and Addendum Two the terms, conditions, and provisions of Addendum Two shall prevail.
4. The Recitals contained in Addendum Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum 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 Addendum 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 Addendum Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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 Addendum Two is determined to be unenforceable or invalid for any reason, the remainder of Addendum 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 Addendum 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:



Chairman

11-6-14

Date

**CONTRACTOR:
FAMILY TREE, INC.**

By:

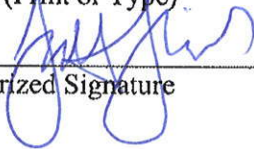
Scott Smeed

Name (Print or Type)

10/29/14

Date

Authorized Signature



Title

Chief Executive Officer

ATTEST:

Karen Long
Clerk and Recorder



APPROVED AS TO FORM:

Adams County Attorney's Office

By:



Attorney Signature

NOTARIZATION: of Contractor Signature:

COUNTY OF Jefferson

)

STATE OF COLORADO

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SS.



Signed and sworn to before me this 29th day of October, 2014,

by Lisa M. Phillips



Notary Public

My commission expires on: 5/2/2017