

**ADAMS COUNTY, COLORADO
AMENDMENT TWO 2018.205 FOR
LIFE SKILLS SERVICES**

THIS AMENDMENT TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.414.15 is entered into this 17 day of April, 2018, 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 Lifelong Inc., located at 1175 Osage Street, Denver, Colorado 80204, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on December 14, 2016, the County entered into Purchase of Service Agreement 2016.414.15 with Contractor; and,

WHEREAS, on July 11, 2017, the County entered into Amendment One 2017.245 with Contractor to extend the agreement; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add additional costs to cover additional clients referred by the Adams County Human Services Department.

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 add an additional \$80,000 to agreement 2017.245 to cover additional clients.
2. The total not to exceed agreement price with the additional \$80,000.00 will be \$160,000.00.
3. 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 any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. 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.
6. 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.
7. 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.
8. 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

Mary Hodge
Mary Hodge, Chair

4-17-18
Date

LIFELONG, INC.

Lindsey Spraker
Print Name

Director/Owner
Print Title

[Signature]
Signature

03/22/2018
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Channah
Deputy Clerk

[Signature]
County Attorney