

ADAMS COUNTY, COLORADO
AMENDMENT ONE FOR EMPLOYEE FITNESS CLASSES (2016.018)

THIS AMENDMENT ONE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.018 is entered into this 30th day of March, 2017, 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 Mile High Fitness & Wellness, LLC, located at 3197 East 106th Avenue, Northglenn, Colorado 80233, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on April 16, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.018 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to renew the term.

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 renew/extend the term of the Agreement to expire May 16, 2018.
2. The fee schedule shall be \$24,720 with an optional contingency amount of \$2,280.
3. The Service Agreement and this Amendment One 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 One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment One 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 One 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 One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One 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 One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One 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 One, 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
COUNTY MANAGER



Todd Leopold

30 MARCH 2017

Date

MILE HIGH FITNESS & WELLNESS, LLC

Kim Farmer

Print Name

Wellness Specialist

Print Title

Signature

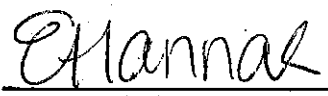


Signature

3/26/17

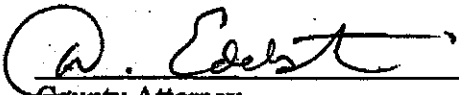
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney



Date: 3/17/18

TO WHOM IT MAY CONCERN:

We are excited to be able to continue offering fitness classes to employees at various Adams county locations. Based on the information provided in the table below, we would be able to offer these classes for a total of \$24,720 with an optional contingency amount of \$2,280. We hope that this is within your budgetary guidelines. Please do not hesitate to contact me if you have any questions.

Thank you!

Kim Farmer
Wellness Specialist
Mile High Fitness and Wellness

Journey to Wellness Fitness Class Schedule 2017/ 2018				
Schedule by Class Location				
Class	Location	Dates	Week day	times
Zumba	Children and Family Center	5/23/17-7/18/17	Tues/Thurs	noon - 1
Yoga	District Attorney's Office	5/22/17 - 7/17/17	Mon/Wed	noon - 1 p.m.
Pilates	District Attorney's Office	7/24/17-9/18/17	Mon/Wed	noon-1p.m.
Cardio Dance - Hip Hop	District Attorney's Office	9/20/17-11/22/17	Mon/Wed	noon-1p.m.
Yoga	District Attorney's Office	11/27/17- 1/29/18	Mon/Wed	noon-1p.m.
Kickboxing	District Attorney's Office	2/5/18-4/2/18	Mon/Wed	noon-1p.m.
Yoga	District Attorney's Office	4/9/18- 6/6/18	Mon/Wed	noon-1p.m.

No Class July 4th

No Class May 29th

No Class Sep 4th

No Class Oct 9th, Nov 14, Nov 21

No class Dec 25th, Jan 1st, Jan 8th

No Class Feb 19th

No Class April 25, May 28th

Pilates	Government Center	5/22/17 - 7/17/17	Mon/Wed	noon - 1 p.m.	No Class May 29th
Yoga	Government Center	7/24/17-9/18/17	Mon/Wed	noon - 1 p.m.	No Class Sep 4th
Kickboxing	Government Center	9/25/17-11/20/17	Mon/Wed	noon - 1 p.m.	No Class Oct 9th
Yoga	Government Center	11/27/17- 1/29/18	Mon/Wed	noon - 1 p.m.	No class Dec 25th, Jan 1st, Jan
Yoga	Government Center	2/6/18-3/29/18	Tue/Thurs	5 - 6 p.m.	NA
Zumba	Government Center	2/5/18-4/2/18	Mon/Wed	noon - 1 p.m.	No Class Feb 19th
Pilates	Government Center	4/9/18- 6/4/18	Mon/Wed	noon-1 p.m.	No Class May 28th
Zumba	New HSB	10/3/17-11/28/17	Tues/Thurs	noon - 1 p.m.	No Class Nov 23
Yoga	New HSB	12/5/17- 1/25/17	Tues/Thurs	noon - 1 p.m.	NA
Kicboxing	New HSB	2/6/17-3/29/17	Tues/Thurs	noon - 1 p.m.	NA
Pilates	New HSB	4/10/17-5/31/17	Tues/Thurs	noon - 1 p.m.	NA

Pilates	Sheriff's Headquarters	5/22/17 - 7/17/17	Mon/Wed	noon - 1 p.m.	No Class May 29th
Yoga	Sheriff's Headquarters	11/27/17- 1/29/18	Mon/Wed	noon - 1 p.m.	No class Dec 25th, Jan 1st, Jan
Zumba	Sheriff's Headquarters	4/9/18- 6/4/18	Mon/Wed	noon - 1 p.m.	No Class May 28th
Yoga	Western Service Center	5/22/17 - 7/17/17	Tues/Thurs	noon - 1 p.m.	No Class July 4th