

ADAMS COUNTY, COLORADO
AMENDMENT TWO FOR AN EMPLOYEE FITNESS PROGRAM
(BOOT CAMP 2014.267)

THIS AMENDMENT TWO TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2014.267 is entered into this 24th 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 Fit Soldiers, LLC, located at 2100 East 112th Avenue, Suite 2, 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 May 28, 2015, the County entered into a Professional/Purchase of Service Agreement 2014.267 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend 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 from June 1, 2017 through May 31, 2018.
2. The fee schedule shall remain \$80 per participant.
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

Ed M Leopold
County Manager

MARCH 24, 2017
Date

FIT SOLDIERS, LLC

David Mura
Print Name

Owner
Print Title

D Mura
Signature

3/20/17
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

Channah
Deputy Clerk

APPROVED AS TO FORM:

Q. Coelst
County Attorney



Fit Soldiers

2100 East 112th Avenue #2
Northglenn, CO 80233
720-382-5240
info@fitsoldiers.com

March 14, 2017

Human Resources
4430 S Adams County Pkwy
Brighton, CO 80601

Dear Human Resources,

In regards to our current fitness boot camp contract renewal I am writing to inform you that we are not planning on making any changes to the original contract. We will continue to charge \$80 per participant that has registered through the County.

Sincerely yours,

A handwritten signature in cursive script that reads "D Mura".

David Mura
Co-Owner, Fitness Professional