

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

AMENDMENT THREE
Employee Fitness Classes

AMENDMENT THREE ("Amendment Three") is made this 20 day of DEC 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **MILE HIGH FITNESS & WELLNESS, INC.**, 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 March 9, 2018, the County entered into Amendment Two # 2018.010 under Agreement #2016.018 with the Contractor to provide employee fitness classes; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year effective May 17, 2019 pursuant to **Section 12 CHANGE ORDERS OR EXTENSIONS, Paragraph 12.2 Extensions, and Section 3 TERM, Paragraph 3.2 Extension Option** to prepare for a new solicitation.

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. Pursuant to Section 12 CHANGE ORDERS OR EXTENSIONS, Paragraph 12.2 Extensions, the Agreement is extended for eleven months to allow payment for services being provided and until a new solicitation is awarded. The services will be effective from **May 17, 2019 through April 20, 2020**.
2. The County shall pay the Contractor for the services furnished under this Amendment Three in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed fifteen thousand dollars and no cents (\$15,000.00) for additional extension of time.
3. The Service Agreement, Amendment One, Amendment Two, and Amendment Three 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, Amendment One, Amendment Two, that are not amended or modified by Amendment Three shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Amendment One, Amendment Two, and Amendment Three the terms, conditions, and provisions of Amendment Three shall prevail.
4. The Recitals contained in Amendment Three are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.

5. Amendment Three 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 Amendment Three 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 Amendment Three or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment Three 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 Amendment Three is determined to be unenforceable or invalid for any reason, the remainder of Amendment Three 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 Amendment Three, 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:



Raymond H. Gonzales, County Manager

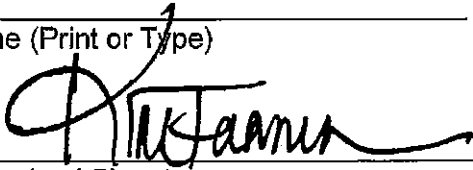
20 Dec 2019

Date

**CONTRACTOR:
MILE HIGH FITNESS & WELLNESS, INC.**

By: Kim Farmer

Name (Print or Type)



Authorized Signature

12/5/19

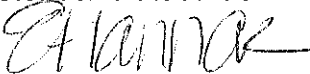
Date

Corporate Wellness Spec

Title

ATTEST:

Josh Zygielbaum
Clerk and Recorder



APPROVED AS TO FORM

Adams County Attorney's Office

By: 

Attorney Signature