

**ADAMS COUNTY, COLORADO  
AMENDMENT TWO TO AGREEMENT FOR BOOT CAMP-STYLE CLASSES  
AND PERSONAL TRAINING SERVICES**

THIS AMENDMENT TWO TO PROFESSIONAL SERVICE AGREEMENT 2018.009 is entered into this 18 day of April, 2019, 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 306 South 28<sup>th</sup> Avenue Brighton, Colorado 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on May 10, 2018, the County entered into a Professional Service Agreement 2018.009 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add services and 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 extend the term of the Agreement for one additional year to expire May 31, 2020.
2. The fee schedule shall remain unchanged at a sum of eighty-five dollars (\$85.00) per employee per month.
3. The County would like to add a personal training service component to the agreement. Contractor will provide one on one personal training or small group personal training to employees during open gym hours. Employees will have the choice to buy one session at a time or a package of sessions at a discounted rate. The Contractor will manage scheduling directly with employees. Payments will be made directly to the Contractor. See Attachment 1 for pricing.
4. 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 One, the terms, conditions, and provisions of this Amendment One shall control.
5. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

6. 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.
7. 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.
8. 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.
9. 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  
COUNTY MANAGER**

for *Misha Ruiz* 04/18/19  
Raymond H. Gonzales Date

**FIT SOLDIERS, LLC.**

<u>David Mura</u>	<u>Owner</u>
Print Name	Print Title
<u><i>D Mura</i></u>	<u>4/15/2019</u>
Signature	Date

**ATTEST: JOSH ZYGIELBAUM  
CLERK AND RECORDER**

*J. Zygielbaum*  
Deputy Clerk

**APPROVED AS TO FORM:**

*D. Edelst*  
County Attorney

The following is an outline and quote from Fit Soldiers to offer services of 1-on-1 Personal Training and Semi-Private training options to Adams County Employees.

### 1-on-1 Personal Training

Do you have specific goals? Maybe an old injury or health condition that requires a program designed specifically for you? Fit Soldiers 1-on-1 training will do just that! Beginning with an assessment, we will develop a custom exercise plan just for you and guide you through every step of the way, ensuring that you're moving properly, while improving your strength and fitness. This program will also include more detailed nutrition coaching towards your specific goal(s).

60-minutes/session

Whole Food Nutrition Habit Coaching

Assessment

- Review of Health History (Questionnaire completed online ahead of time)
- Discuss and establish your goals
- Review Basic Nutrition and assign basic habits
- Observe and assess baseline movement patterns (reassessed monthly)
- Record baseline measurements (scale weight, circumference measurements, body fat %, and BMI) (reassessed monthly)

Pricing:

1-on-1 Personal Training	
4 Sessions	\$240 (\$60/session)
8 Sessions	\$456 (\$57/session)
13* Sessions	\$648 (\$54/session)

Initial Assessment is considered one training session

\*Initial assessment added on for FREE

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### Semi-Private Personal Training

Gather a few co-workers and allow us to customize a program for you. Semi-Private training is 2-4 people with similar (not necessarily the same) fitness goals. You may be at different starting points, but we will make adjustments to the program in order to meet you where you're at. SPT starts with a small group assessment to determine the best program for your group. Small group training versus a larger group session also makes it easier for us to give you the focus and attention that you need to make more significant progress towards your goals.

60-minutes/session

2-4 people per session

Whole Food Nutrition Habit Coaching

Semi-Private Assessment

- Review of Health History (Questionnaire completed online ahead of time)
- Discuss Goals
- Review Basic Nutrition and assign basic habits
- Observe and assess baseline movement patterns (reassessed monthly)
- Record baseline measurements (scale weight, circumference measurements, body fat %, and BMI) (reassessed monthly)

<b>Semi-Private Training Programs</b>			
	<b>Price for 2 People</b> (Price per person/session)	<b>Price for 3 People</b> (Price per person/session)	<b>Price for 4 People</b> (Price per person/session)
<b>4 Sessions</b>	\$280 (\$35)	\$360 (\$30)	\$400 (\$25)
<b>8 Sessions</b>	\$528 (\$33)	\$648 (\$27)	\$736 (\$23)
<b>13 Sessions*</b>	\$720 (\$30)	\$900 (\$25)	\$960 (\$20)

Total payments can be split individually  
 Initial Assessment is considered one training session  
 \*Initial assessment added on for FREE

Monthly measurement tracking may be anonymously shared to show how well the program is working

David Mura  
 Fit Soldiers LLC.  
 306 South 28th Avenue  
 Brighton, CO 80601  
 303-817-4008

