

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT  
ADDENDUM TWO

THIS ADDENDUM TO THE SERVICE AGREEMENT ("Addendum") is entered into this 10<sup>th</sup> day of June, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and **FIT SOLDIERS, LLC**, located at 2100 East 112<sup>th</sup> Avenue, #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 2, 2012, the County entered into a Service Agreement under Agreement #RFP 2012.009 with **Fit Soldiers, LLC**, to provide an all-inclusive "Fitness Boot Camp" style training to the County's Employees, and,

WHEREAS, the County and the Contractor mutually desire to extend the last option year of the Service Agreement effective January 1, 2014, pursuant to **Section 3 TERM: paragraph 3.2. Extension Option.**

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 County shall pay the Contractor for the work furnished under this Addendum in accordance with **Section 4, Payment and Fee Schedule, Exhibit A of Service Agreement #RFP 2012.009** for a sum not to exceed thirty-one thousand dollars and no cents (\$31,000.00).
2. The term of the Service Agreement is extended for one (1) additional year effective through December 31, 2014.
3. The Service Agreement, Addendum One and **Addendum 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. Any terms, conditions, or provisions of the Service Agreement, and Addendum One that are not amended or modified by Addendum Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Addendum One and Addendum Two, the terms, conditions, and provisions of Addendum Two shall prevail.
4. The Recitals contained in Addendum Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum 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 Addendum 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 Addendum Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum 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 Addendum Two is determined to be unenforceable or invalid for any reason, the remainder of Addendum 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 Addendum 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.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By: [Signature]  
Chairman

6/10/14  
Date

**CONTRACTOR:  
FIT SOLDIERS, LLC**

By: David Mura  
Name (Print or Type)  
[Signature]  
Authorized Signature

3/27/14  
Date  
Owner  
Title

**ATTEST:**

Karen Long  
Clerk and Recorder: Deputy Clerk  
Geneva Apodaca

**APPROVED AS TO FORM:**

Adams County Attorney's Office  
By: [Signature]  
Attorney Signature

**NOTARIZATION:**

COUNTY OF Adams )  
 )SS.  
STATE OF COLORADO )

Signed and sworn to before me this 31<sup>st</sup> day of March, 2014,

by David Mura Pam Bailey  
Notary Public

My commission expires on: 3-11-16

