

**ADAMS COUNTY PURCHASE OF SERVICE AGREEMENT
FOR EMPLOYEE FITNESS CLASSES (2016.018)**

THIS AGREEMENT ("Agreement") is made this 16 day of April 2016, 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, 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".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFQ Employee Fitness Classes and the Contractor's response to the RFQ attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be from April 18, 2016 through May 17, 2017.

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of Thirty-six Thousand Dollars (\$36,000).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with

this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Human Resources
Contact: Pauline Hohn
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6074
E-mail: phohn@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Mile High Fitness & Wellness, LLC
Contact: Kim Farmer
Address: 3197 East 106th Avenue
City, State, Zip: Northglenn, Colorado 80233
Phone: 720-436-3899
E-mail: kfarmer@milehighfitness.com

- 11.9. Integration of Understanding: This Agreement contains 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 the parties hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY MANAGER

Todd Leopold
Todd Leopold

4/16/16
Date

MILE HIGH FITNESS & WELLNESS, LLC

[Signature]
Signature

4/16/16
Date

Kim Farmer
Printed Name

Owner
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

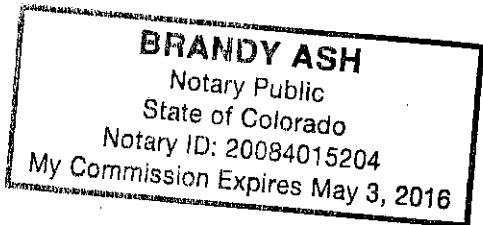
COUNTY OF Adams

STATE OF CO)SS.

Signed and sworn to before me this 18 day of April, 2016,

by Kim Farmer

[Signature]
Notary Public



My commission expires on: 5-3-2016

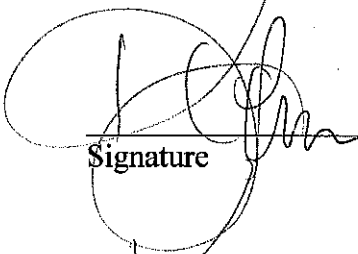
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Mile High Fitness & Wellness
Company Name

4/16/16
Date


Signature

Kim Farmer
Name (Print or Type)

Owner
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Anna Forristall

From: Pauline Hohn
Sent: Tuesday, April 05, 2016 11:03 AM
To: Patsy Laughery; Anna Forristall
Cc: Bryan Ostler; Charles DuScha *Quote*
Subject: Adams County Request for Proposal (RFP) Fitness Class Instruction
Attachments: Fitness Class Schedule 2016.xlsx; Mile High Fitness RFP.pdf; Fluid Fusion RFP.pdf

RFP Quote

The Human Resources Department submitted a Request for Proposal (RFP) regarding the ability to provide onsite physical fitness classes at various locations throughout the county. The RFP was submitted to:

- Mile High Fitness
- Life Health Corp
- 5280 Fitness
- Fluid Fusion
- Med-Well, Inc

We received two responses for this RFP, Mile High Fitness and Fluid Fusion.

The RFP submitted by Fluid Fusion was limited in their response.
Did not demonstrate the ability to provide outcome based solutions
Did not provide total cost analysis

The RFP submitted by Mile High Fitness was complete and detailed. The cost was below our target budget for this wellness offering.

Mile High Fitness provided onsite physical fitness class at several locations in the past year. Human Resources was happy with their ability to fulfill the needed requirements. Therefore, we would like to issue a contract with Mile High Fitness for 2016 in an amount not to exceed \$24,000 with an option to renew for two additional years.

Anna, please let Patsy know if we can move forward with the P.O.

Thanks
Pauline

From: Pauline Hohn
Sent: Wednesday, February 24, 2016 5:52 PM
To: kfarmer@milehighfitness.com; 'margot@lifehealthcorp.com'; 'russ@5280fitnessconsulting.com'; 'fluidfusiondenver@gmail.com'; 'medwell@comcast.net'
Cc: Charles DuScha; Anna Forristall
Subject: Adams County Request for Proposal (RFP) Fitness Class Instruction

RFP

Adams County Government is requesting a proposal regarding the ability to provide onsite physical fitness classes at various locations throughout the county.

Scope of Work

- Provide onsite physical fitness classes at various locations throughout the county
- Ability to provide exercise equipment as necessary
- Classes will be held during the lunch time hours and after work

- Classes are one hour in duration, twice weekly, 8 week sessions (please see the attached schedule)
- Fee schedule is based on hourly rate per class, not to exceed \$25,000
- All classes will be held in open meeting rooms or outside, weather permitting
- All responses must be received no later than **March 18**
- Must have the ability to measure, track and report program effectiveness and outcomes.

Certifications

- All class instructors must have the necessary training certifications, AFFA, NESTA, etc.
- All instructors must be CPR certified

Insurance

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

| | |
|-------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

| | |
|-------------------------------|-----------------------------|
| Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| Personal Injury Protection | Per Colorado Statutes |

Workers' Compensation Insurance: Per Colorado Statutes

- * Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

- * This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in

Anna Forristall

From: kfarmer@milehighfitness.com
Sent: Thursday, April 07, 2016 1:47 PM
To: Pauline Hohn
Cc: Charles DuScha; Anna Forristall; 'carol@milehighfitness.com'
Subject: RE: Adams County Revised Class Schedule and Contract Revisions

Importance: High

Thanks Pauline it all looks good! Carol can you please firm up these instructors at these locations for classes starting in Apr and add the rest to the schedule? Thanks.

Kim Farmer
Mile High Fitness and Wellness, LLC
720-436-3899 (ph)|303-558-3806 (fax)
www.milehighfitness.com
www.milehighfitness.com/personaltraining
Blog: <http://milehighfitness.com/personaltraining/blog>
Schedule an appointment



----- Original Message -----

Subject: Adams County Revised Class Schedule and Contract Revisions
From: Pauline Hohn <PHohn@adcogov.org>
Date: Thu, April 07, 2016 10:26 am
To: "kfarmer@milehighfitness.com" <kfarmer@milehighfitness.com>
Cc: Charles DuScha <CDuScha@adcogov.org>, Anna Forristall <AForristall@adcogov.org>, "carol@milehighfitness.com" <carol@milehighfitness.com>

Kim, as mentioned over the phone yesterday, Adams County would like to extend the terms of the agreement under the current RFP that was submitted by Mile High Fitness to provide onsite physical fitness class instructors for the Adams County Journey to Wellness Program. The extended agreement will run from 4/18/16 through 5/17/17. Please verify in writing via return email, that you agree with the extended schedule and the estimated dollar amount shown on the revised spreadsheet.

Please confirm that you agree:

- To extend the term of the agreement (April 18, 2016 – May 17, 2017)
- With the revised fee schedule

| Journey to Wellness Fitness Class Schedule 2016/2017 | | | | | |
|--|----------------------------|--------------------|------------|---------------|-------------|
| Schedule by Class Location | | | | | |
| Class | Location | Dates | Week days | Times | Cost |
| Yoga | Children and Family Center | 4/18/16 - 6/13/16 | Mon/Wed | noon - 1 | \$ 960.00 |
| Pilates | Children and Family Center | 6/28/16 - 8/18/16 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Zumba | Children and Family Center | 8/29/16 - 10/26/16 | Mon/Wed | noon - 1 | \$ 960.00 |
| Cardio Dance - Hip Hop | Children and Family Center | 11/7/16 - 1/2/17 | Mon/Wed | noon - 1 p.m. | \$ 960.00 |
| Yoga | Children and Family Center | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 | \$ 960.00 |
| Pilates | Children and Family Center | 3/28/17 - 5/18/17 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Cardio Dance - Hip Hop | District Attorney's Office | 4/18/16 - 6/13/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | District Attorney's Office | 6/27/16 - 8/22/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Yoga | District Attorney's Office | 8/29/16 - 10/26/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Zumba | District Attorney's Office | 11/7/16 - 1/2/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Cardio Dance - Hip Hop | District Attorney's Office | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | District Attorney's Office | 3/27/17 - 5/17/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Zumba | Government Center | 4/18/16 - 6/13/16 | Mon/Wed | noon - 1 | \$ 1,120.00 |
| Zumba | Government Center | 4/18/16 - 6/13/16 | Mon/Wed | 1 - 2 p.m. | \$ 1,120.00 |
| Cardio Dance - Hip Hop | Government Center | 6/28/16 - 8/18/16 | Tues/Thurs | 5 - 6 p.m. | \$ 1,120.00 |
| Yoga | Government Center | 6/27/16 - 8/22/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | Government Center | 8/30/16 - 10/20/16 | Tues/Thurs | 5 - 6 p.m. | \$ 1,120.00 |
| Pilates | Government Center | 11/7/16 - 1/2/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Zumba | Government Center | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 | \$ 1,120.00 |
| Zumba | Government Center | 1/23/17 - 3/20/17 | Mon/Wed | 1 - 2 p.m. | \$ 1,120.00 |
| Cardio Dance - Hip Hop | Government Center | 3/28/17 - 5/18/17 | Tues/Thurs | 5 - 6 p.m. | \$ 1,120.00 |
| Yoga | Government Center | 3/27/17 - 5/17/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Pilates | Human Services Building | 4/18/16 - 6/13/16 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Yoga | Human Services Building | 6/28/16 - 8/18/16 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Zumba | Human Services Building | 6/27/16 - 8/22/16 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Cardio Dance - Hip Hop | Human Services Building | 8/29/16 - 10/26/16 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Kickboxing | Human Services Building | 11/7/16 - 1/2/17 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Pilates | Human Services Building | 1/23/17 - 3/20/17 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Yoga | Human Services Building | 3/28/17 - 5/18/17 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Zumba | Human Services Building | 3/27/17 - 5/17/17 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Kickboxing | Western Service Center | 4/19/16 - 6/9/16 | Tues/Thurs | noon - 1 p.m. | \$ 1,120.00 |
| Pilates | Western Service Center | 8/30/16 - 10/20/16 | Tues/Thurs | noon - 1 p.m. | \$ 1,120.00 |
| Zumba | Western Service Center | 11/8/16 - 1/3/17 | Tues/Thurs | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | Western Service Center | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |

| Journey to Wellness Fitness Class Schedule 2016/2017 | | | | | |
|--|----------------------------|--------------------|------------|---------------|-------------|
| Schedule by Class | | | | | |
| Class | Location | Dates | Week days | Times | Cost |
| Cardio Dance - Hip Hop | District Attorney's Office | 4/18/16 - 6/13/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Cardio Dance - Hip Hop | Government Center | 6/28/16 - 8/18/16 | Tues/Thurs | 5 - 6 p.m. | \$ 1,120.00 |
| Cardio Dance - Hip Hop | Human Services Building | 8/29/16 - 10/26/16 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Cardio Dance - Hip Hop | Children and Family Center | 11/7/16 - 1/2/17 | Mon/Wed | noon - 1 p.m. | \$ 960.00 |
| Cardio Dance - Hip Hop | District Attorney's Office | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Cardio Dance - Hip Hop | Government Center | 3/28/17 - 5/18/17 | Tues/Thurs | 5 - 6 p.m. | \$ 1,120.00 |
| Kickboxing | Western Service Center | 4/19/16 - 6/9/16 | Tues/Thurs | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | District Attorney's Office | 6/27/16 - 8/22/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | Government Center | 8/30/16 - 10/20/16 | Tues/Thurs | 5 - 6 p.m. | \$ 1,120.00 |
| Kickboxing | Human Services Building | 11/7/16 - 1/2/17 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Kickboxing | Western Service Center | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Kickboxing | District Attorney's Office | 3/27/17 - 5/17/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Pilates | Human Services Building | 4/18/16 - 6/13/16 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Pilates | Children and Family Center | 6/28/16 - 8/18/16 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Pilates | Western Service Center | 8/30/16 - 10/20/16 | Tues/Thurs | noon - 1 p.m. | \$ 1,120.00 |
| Pilates | Government Center | 11/7/16 - 1/2/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Pilates | Human Services Building | 1/23/17 - 3/20/17 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Pilates | Children and Family Center | 3/28/17 - 5/18/17 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |

| | | | | | |
|-------|----------------------------|--------------------|------------|---------------|---------------------|
| Yoga | Children and Family Center | 4/18/16 - 6/13/16 | Mon/Wed | noon - 1 | \$ 960.00 |
| Yoga | Government Center | 6/27/16 - 8/22/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Yoga | Human Services Building | 6/28/16 - 8/18/16 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Yoga | District Attorney's Office | 8/29/16 - 10/26/16 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Yoga | Children and Family Center | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 | \$ 960.00 |
| Yoga | Government Center | 3/27/17 - 5/17/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Yoga | Human Services Building | 3/28/17 - 5/18/17 | Tues/Thurs | noon - 1 p.m. | \$ 960.00 |
| Zumba | Government Center | 4/18/16 - 6/13/16 | Mon/Wed | noon - 1 | \$ 1,120.00 |
| Zumba | Government Center | 4/18/16 - 6/13/16 | Mon/Wed | 1 - 2 p.m. | \$ 1,120.00 |
| Zumba | Human Services Building | 6/27/16 - 8/22/16 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| Zumba | Children and Family Center | 8/29/16 - 10/26/16 | Mon/Wed | noon - 1 | \$ 960.00 |
| Zumba | District Attorney's Office | 11/7/16 - 1/2/17 | Mon/Wed | noon - 1 p.m. | \$ 1,120.00 |
| Zumba | Western Service Center | 11/8/16 - 1/3/17 | Tues/Thurs | noon - 1 p.m. | \$ 1,120.00 |
| Zumba | Government Center | 1/23/17 - 3/20/17 | Mon/Wed | noon - 1 | \$ 1,120.00 |
| Zumba | Government Center | 1/23/17 - 3/20/17 | Mon/Wed | 1 - 2 p.m. | \$ 1,120.00 |
| Zumba | Human Services Building | 3/27/17 - 5/17/17 | Mon/Wed | 5 - 6 p.m. | \$ 960.00 |
| | | | | | |
| | | | | | |
| | | | | TOTAL | \$ 35,840.00 |
| | | | | | |

EXHIBIT A

Submitted to
Pauline Hohn
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Submitted by
Kim Farmer
Mile High Fitness & Wellness & Wellness, LLC
3197 F. 106th Ave
Northglenn, CO 80233
kfarmer@Milehighfitness.com
Phone : 7204363899

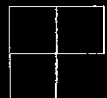


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Executive Summary

Mile High Fitness & Wellness is pleased to submit this response to the Adams County Purchasing Department. Mile High Fitness & Wellness was founded by Kim Farmer, Certified Personal Trainer, Fitness Instructor and Advanced Fitness Specialist. We have introduced onsite personal training services, fitness classes, wellness challenges, assessments, educational seminars and other fitness services to companies helping them enhance their wellness programs. Our corporate clients have included employers with as little as 20 employees up to over 1000. Our individual clients have ranged in age from 18-80 with beginning to advanced fitness levels. We have trained hundreds of clients at their homes, workplaces, in private gyms, recreation centers and in outdoor environments.

Mile High Fitness & Wellness has served the residents, corporations, non-profit agencies and other community groups for the past 8 years inspiring both active and non-active participants. We currently serve Denver Public Schools, City of Arvada, City of Denver, Denver Health and Hospitals and many other government and non-government agencies and we are participating in this RFP process as a means to continue providing fitness services to employers. We have had the opportunity to offer group fitness classes, personal training, fitness assessments, fitness challenges and other related services to many corporations with great success. We look forward to working with Adams County to continue these efforts as part of your long term solution.

Furthermore, we certify that we have carefully read and fully understand the information in the RFP and have the capability to successfully undertake the scope of work herein and complete the responsibilities and obligations of the proposal being submitted. We represent that the information contained in the proposal is true and correct. We acknowledge that Adams County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.

Lead Contact/Proposer:



Kim Farmer
Mile High Fitness & Wellness, Owner
3835 Elm St. #G
Denver, CO 80207
720-436-3899 office
DUNS 831675858
CAGE 5NM82
Certified Minority Business Enterprise

www.milehighfitness.com
kfarmer@milehighfitness.com

Company History

Origin – Kim Farmer, a graduate of the University of Colorado, starts offering personal training and fitness instruction services at free or reduced rates to underserved communities. She has a passion and desire to improve the health outcomes of minority populations and begins a quest to make a difference. She obtains a personal training certification from the American Council on Exercise (ACE) and a fitness instruction certification from the Aerobics and Fitness Association of America (AFAA). She continues to gain knowledge in her field by attending seminars, workshops and fitness conferences and freely shares her knowledge.

Formal Business Creation – Mrs. Farmer begins working at fitness studios and recreation centers. She forms Kim's Personal Training Service to formalize her business and writes her first book 'Get Motivated!'. She sells hundreds of copies at book stores, online and to her various clients. Her business grows so she begins to hire staff to help with demand. She then forms Mile High Fitness & Wellness as her vision is to create a brand for her business as offering fitness services to the entire state of Colorado.

Business Growth – Mrs. Farmer begins creating partnerships with for profit and non-profit corporations in an effort to serve more populations and to reach as many people as possible with her message of wellness. She furthers her education and obtains an Advanced Fitness Specialist certificate from ACE. She also serves on various boards and councils and takes on a leadership role in her industry. She wins various awards and is often acclaimed 'The Fitness Lady'. She creates and produces her own set of fitness DVDs called Mile High Fitness & Wellness Results Series. The videos were created to give people an easy to follow option that requires minimal space in a home environment. The videos include Kickboxing, Yoga, Interval Training and Cardio Dance. Mrs. Farmer has sold hundreds of copies of the video series. She increases her client base and her staff grows to over 40 fitness and nutrition professionals.

Scope of Business – Mile High Fitness & Wellness has offered services to the following types of clients:

- Government clients
- Schools
- Senior Day Facilities
- Nonprofit organizations
- Daycare centers
- For profit companies
- Conferences

Mile High Fitness & Wellness is structured to offer fitness and nutrition services throughout the country. Her recruiting and verification systems have afforded her the opportunity to work with some of the most qualified fitness professionals as has been shown with class evaluations and feedback surveys.

Technical Skills - Mile High Fitness & Wellness prides itself on its professionalism in offering value to our clients and ensuring that our personnel offer quality service. We require our fitness

instructors to be certified through a nationally recognized organization such as American Council on Exercise (ACE), American College of Sports Medicine (ACSM) or Aerobics and Fitness Association of America (AFAA). We also require valid CPR or Basic Life Support certifications. We require certifications from these types of organizations since these certifying agencies require that the certificate holder continue their education in order to maintain a valid certification. This ensures that our instructors are kept current in fitness industry trends and can adapt as our clients' needs change.

Growth Plans – One of our priorities for 2016 is to secure relationships with more cities and municipalities which will allow us to expand our scope and continue to introduce our own unique message of wellness throughout the country. We also intend to establish agreements with more schools which will allow us to reach more families and communities. Our relationships with nonprofit organizations will also expand as the message of health becomes more important to the underlying goals of various agencies. Our for-profit client base will continue its growth path as our brand and unique identity is heard and proliferated with the help of our satisfied individual clients and employees.

Board and Organization Membership

- Board of Directors, Northglenn Parks and Recreation Advisory Council 2010-2011
- Commissioner, Denver African American Commission 2010-2011
- Member, Governor's Council for Physical Activity 2008-present
- Member, Denver Chamber of Commerce 2010-present
- Member, Colorado Black Women for Political Action 2010-2011
- Member, Colorado Black Health Collaborative (CBHC) 2009-present
- Health and Fitness volunteer, Center for African American Health (CAA) 2007-2010
- Health Committee Lead, NAACP 2011
- Advisory Council Member, Be Well 2011-present
- Advisory Council Member, Denver Public Schools Sound Body Sound Mind 2011-2014
- Member, IDEA Fitness 2009-present
- Member, National Wellness Institute – 2015-present

Specifications

Mile High Fitness & Wellness has the expertise, and experience to provide all of the required personnel, supplies and materials to offer fitness classes at Adams County. Our program will ensure that participants of all fitness levels will be able to participate and provide progression for ongoing employee engagement. Our instructors all have applicable certifications (i.e. ACE, AFAA, ACSM, TRX, Yoga, Zumba), specialty certifications and CPR/basic life support. We are able to offer a number of classes at various locations if required. Our class selection will ensure that participants experience increased flexibility, reduced stress levels, cardiovascular health and increased endurance.

1.0 Scope of Work

1.1 Physical Fitness Classes

Mile High Fitness & Wellness has the capabilities to offer a large breadth of fitness classes and would be able to offer the classes specified in Appendix A.

1.2 Exercise Equipment

Mile High Fitness & Wellness would be able to provide a stereo for Zumba, kickboxing and yoga classes. We could provide mats if necessary for yoga classes although we have found that most yoga class participants prefer their own mat.

1.3 Class Times

Mile High Fitness & Wellness would adhere to the schedule sent and specified in Appendix A which indicates 12-1pm, 1-2pm, and 5-6pm.

1.4. Fee Schedule

Please refer to Appendix A

1.5 Measuring and Tracking

Mile High Fitness & Wellness will collect, analyze and share feedback from class participants following each 8 week session. We would then make changes based on feedback (i.e. more static poses in yoga class, higher intensity Zumba class, etc). If class participation is low, we would work with Adams County to determine the best strategy to increase engagement. We have a tracking and evaluation process to help analyze each class to ensure participants are satisfied with each class and instructor which can be reviewed with an Adams County staff member. While the evaluation questions ask participants about their expectations being met, we are also able to offer actual assessments intermittently to determine real outcomes for weight, body fat, waist to hip ratio or other data points.

2.0 Certifications

2.1 Certificates and CPR

Our instructors all have applicable certifications (i.e. ACE, AFAA, ACSM, TRX, Yoga, Zumba), specialty certifications and CPR/basic life support.

3.0 Insurance

Mile High Fitness & Wellness agrees to maintain insurance of the following types and amounts (see Appendix B for endorsement):

3.1. Commercial General Liability Insurance

To include products liability, completed operations, contractual, broad form property damage and personal injury. Our current policy that has been active for 10 years is through Fitness and Wellness insurance.

3.2 Comprehensive Automobile Liability Insurance

To include all motor vehicles owned, hired, leased, or borrowed.

| | |
|-------------------------------|-----------------------------|
| Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| Personal Injury Protection | Per Colorado Statutes |

3.2 Workers Compensation Coverage

Per Colorado Statute

3.3 Insurance Requirement Overview

Our general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

3.3.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

3.3.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

3.3.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

3.3.4. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

3.3.5. Mile High Fitness & Wellness is licensed and approved to do business in the State of Colorado. We understand that upon failure of Mile High Fitness & Wellness to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. We understand that our failure in obtaining and/or maintaining any required insurance shall not relieve us from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with our obligations concerning indemnification.

4. Experience and Narrative

Experience

Mile High Fitness & Wellness has offered fitness class management for companies and personal fitness services to individuals for the past 9 years. We are structured to offer fitness and nutrition services throughout the country including single regions. Some of our similar clients include Tri County Health Department with 4 locations, Innovage with 4 locations, Denver Public Schools with over 10 locations, Kaiser Permanente with over 10 locations and many other private, public, non-profit and school sites. Our recruiting and verification systems have afforded us the opportunity to work with some of the most qualified fitness professionals as has been shown with our class evaluations and feedback surveys. We pride ourselves on our professionalism in offering value to our clients and ensuring that our personnel offer quality service. We require our fitness instructors to be certified through a nationally recognized organization such as American Council on Exercise (ACE), American College of Sports Medicine (ACSM), Aerobics and Fitness Association of America (AFAA) and others. We also require valid CPR or Basic Life Support certifications. We require certifications from these types of organizations since these certifying agencies require that the certificate holder continue their education in order to maintain a valid certification. This ensures that our instructors are kept current in fitness industry trends and can adapt as our clients' needs change.

Narrative

We offered classes to Adams County employees in 2015 at several locations with positive feedback from participants. We were able to offer substitute or replacement instructors when requested and we met all scheduling requests.

We currently offer fitness classes to 4 locations for Tri County Health Department including Commerce City, Greenwood Village, Northglenn and Aurora. They have requested Zumba at all sites over the lunch hour for their staff. The classes are 40 minutes long including a warm up and cool down and we have recently been asked to provide a 2nd class at one of the locations. We have received extremely positive feedback from our coordinator about the classes and we expect to continue our relationship with them. We have partnered with them for the past 3 years.

5. Mile High Fitness & Wellness Coordination

Substitutions Our administrator(s) will work with your staff to confirm a class schedule and communicate any need for substitutions at least 24 hours in advance of class time. The schedule will include class titles and instructor names.

Recordkeeping Tracking class participation is a necessity to ensure that we are providing a valuable service and can make changes to improve participation by working with your staff. We will maintain a binder to track participation numbers. We will work with your staff on any improvements that are needed to the class schedule based on feedback from the participants. Regular evaluations and anonymous feedback is necessary to ensure class satisfaction and

engagement. We will make every attempt to make modifications to the schedule and/or personnel compliance based on feedback.

Equipment Safety is our number one priority and ensuring that equipment is appropriately set up prior to each class starting and removed at the end of class is necessary to ensure safety.

Quality Class participants visit fitness classes for the motivation, encouragement and knowledge of the instructor as well as the social aspect and involvement of other participants. Our instructors are aware of these points and will deliver high quality classes providing high energy levels for cardiovascular classes and stress relief methods in stretch/yoga classes. All classes will offer education throughout, helping participants clarify and meet their own individual goals. Safety will be accomplished by ensuring there is a minimum amount of space available for each participant to move safely, helping participants use proper weight, helping them understand stretch limitations and equipment handling and removal.

Mile High Fitness & Wellness Differentiators - Mile High Fitness & Wellness' focus is fitness class management. We are experts in managing multiple locations, instructors, participants and class types. We have offered classes to Adams County employees in the past and have been asked to return for the past 2 years. We do not focus on biometric screenings, nor do we have a gym or studio to manage and create additional overhead. Our main focus is fitness classes on site and we are structured to accommodate this extremely well.

Conclusion

We are excited and enthusiastic about the possibility of partnering with you to offer a variety of fitness classes for your employees. All of the responses we have provided are flexible in order to meet your budgetary and technical requirements. Please do not hesitate to contact us if any item needs clarification. I look forward to hearing from you.

Sincerely



Kim Farmer
President
720-436-3899

Appendix A – Schedule and Fees

| Journey to Wellness Fitness Class Schedule 2016 | | | | | | |
|---|----------------------------|--------------|------------|---------------|------------|--------------------|
| Schedule by Class | | | | | | |
| Class | Location | Dates | Week dates | Times | Fees | Totals |
| Cardio Dance - Hip Hop | District Attorney's Office | 4/4 - 5/26 | Mon/Wed | noon - 1 p.m. | \$70/class | \$1,120.00 |
| Cardio Dance - Hip Hop | Government Center | 6/7- 7/28 | Tues/Thurs | 5 - 6 p.m. | \$70/class | \$1,120.00 |
| Cardio Dance - Hip Hop | Human Services Building | 8/8 - 9/28 | Mon/Wed | 5 - 6 p.m. | \$60/class | \$960.00 |
| Kickboxing | District Attorney's Office | 6/6 - 7/27 | Mon/Wed | noon - 1 p.m. | \$70/class | \$1,120.00 |
| Kickboxing | Government Center | 8/9 - 9/29 | Tues/Thurs | 5 - 6 p.m. | \$70/class | \$1,120.00 |
| Kickboxing | Human Services Building | 10/17 - 12/7 | Mon/Wed | 5 - 6 p.m. | \$60/class | \$960.00 |
| Pilates | Human Services Building | 4/4 - 5/26 | Mon/Wed | 5 - 6 p.m. | \$60/class | \$960.00 |
| Pilates | Children and Family Center | 6/7- 7/28 | Tues/Thurs | noon - 1 p.m. | \$60/class | \$960.00 |
| Pilates | Government Center | 10/17 - 12/7 | Mon/Wed | noon - 1 p.m. | \$70/class | \$1,120.00 |
| Yoga | Children and Family Center | 4/4 - 5/26 | Mon/Wed | noon - 1 | \$60/class | \$960.00 |
| Yoga | Government Center | 6/6 - 7/27 | Mon/Wed | noon - 1 p.m. | \$70/class | \$1,120.00 |
| Yoga | Human Services Building | 6/7- 7/28 | Tues/Thurs | noon - 1 p.m. | \$60/class | \$960.00 |
| Yoga | District Attorney's Office | 8/8 - 9/28 | Mon/Wed | noon - 1 p.m. | \$70/class | \$1,129.00 |
| Zumba | Government Center | 4/4 - 5/26 | Mon/Wed | noon - 1 | \$70/class | \$1,120.00 |
| Zumba | Government Center | 4/4 - 5/26 | Mon/Wed | 1 - 2 p.m. | \$70/class | \$1,120.00 |
| Zumba | Human Services Building | 6/6 - 7/27 | Mon/Wed | 5 - 6 p.m. | \$60/class | \$960.00 |
| Zumba | Western Service Center | 10/18- 12/8 | Tues/Thurs | noon - 1 p.m. | \$60/class | \$960.00 |
| Zumba | District Attorney's Office | 10/17 - 12/7 | Mon/Wed | noon - 1 p.m. | \$70/class | \$1,120.00 |
| Grand Total | | | | | | \$18,889.00 |

Appendix B – General Liability Insurance Endorsement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2016

| PRODUCER Maguire Insurance Agency, Inc. 27100 Fuertes Road Suite 200 Mission Viejo, CA 92681- 877.438.7459 | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | |
|---|--|-----------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED Mile High Fitness, LLC 3397 E 106th Ave Northglenn, CO 80231-6103 | <table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Insurance Company | 18058 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | |
| INSURER A: Philadelphia Indemnity Insurance Company | 18058 | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|-------------|---|---------------|------------------------------------|-------------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | PH9519414-006 | 02/01/2016 | 02/01/2017 | EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/CP AGG \$3,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION | | | | EACH OCCURENCE AGGREGATE |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe in under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATE-TORT LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER

Adams County
 4430 S Adams County Pkwy, CA000B
 Brighton, CO 80601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Romero J