AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Corporate Membership Agreement; Colorado Fitness; 1/1/14 thru 12/31/14

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Fitness

Term Begins: 1/1/14 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
Annual agreement with Colorado Fitness for employee gym memberships

Fiscal Impact: 0

Submitted by: CAO for HR **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\LNIENHUESER Discharge Date: 11/9/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 11/8/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 11/12/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 11/19/2013 Follow Up Agenda Date:

Revised April 2013

CORPORATE MEMBERSHIP AGREEMENT

This Corporate Membership Agreement is between Colorado Fitness, 405 West Tomichi, Gunnison, CO 81230 (hereinafter "Colorado Fitness") and the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison County (hereinafter "Gunnison County") on January 1, 2014. In consideration of the terms and conditions of this Corporate Membership Agreement, Colorado Fitness and Gunnison County agree that Colorado Fitness shall provide membership privileges to all eligible employees of Gunnison County, (hereinafter "employee" or "employees") including but not limited to eligible employees of Gunnison County as set forth below:

1. Eligibility. Any person who is an eligible employee of Gunnison County as of December 31, 2013 is entitled to initiate membership pursuant to this Agreement no later than February 1, 2014. Any person who becomes an eligible employee of Gunnison County after December 31, 2013 is entitled to initiate membership pursuant to this Agreement within thirty (30) days of that employee's start date with the County.

2. Joining Fees. Ninety-Nine dollars ($99.00) per person is due as a one-time-only joining fee from each new participating employee (and each family add-on) on the membership start date. No additional joining fee shall be due or owed as long as that person remains a member whether under this Corporate Membership Agreement or a new or renewed or amended Corporate Membership Agreement or otherwise. This joining fee is not due or owed by any current member of Colorado Fitness who desires to participate in a corporate membership pursuant to this corporate Membership Agreement.

3. Additional Family Members. The legally married spouse or domestic partner of a Gunnison County employee and the children, ages 14-17, of a Gunnison County employee who are living with the employee are eligible for membership pursuant to this Corporate Membership Agreement.

4. Dues. The following prices shall be due for members pursuant to this Corporate Membership Agreement:

Each employee: $35 per month for membership on a month to month basis or $395 for a one year membership

Each additional family member: $17.50 per month for membership on a month to month basis or $187.50 for a one year membership

5. No Other Fees Or Dues. No other fees, dues or charges or increase in fees, dues or charges shall be required of any person participating in a Corporate Membership pursuant to this Corporate Membership Agreement.

6. County Will Remit. On or before the tenth day of each month Gunnison County shall remit to Colorado Fitness the joining fee and dues for all persons who are members pursuant to this Corporate Membership Agreement.

7. Non-Cancelable, Non-refundable and Non-transferable. Membership pursuant to this Corporate Membership Agreement is non-cancelable, non-refundable and non-transferable except as specifically provided in this Corporate Membership Agreement. NOTE: It is expressly agreed that membership of individual employees and their family add-ons may be canceled by Gunnison County if the employee's employment is terminated. In such case, no further monies shall be due or owed on account of such employee or add-on(s). NOTE: Individual employees may cancel their membership and that of their family add-ons if the facilities or services at Colorado Fitness are restricted or curtailed during the term of this Corporate Membership Agreement. In such case, no further monies shall be due or owed on account of such employee or add-on(s).

8. Term. The term of this Corporate Membership Agreement is from January 1, 2014 through December 31, 2014.

9. Renewal. Gunnison County has the right to renew this Corporate Membership Agreement at the same terms if Gunnison County gives written notice of its election to renew no later than December 1 of each successive year. Such notice shall be effective if mailed, first class mail, postage prepaid, to: Colorado Fitness, 405 West Tomichi, Gunnison, Colorado 81230.

10. Independent Contractor. Colorado Fitness is an independent contractor. Nothing in this Corporate Membership Agreement creates or shall be construed to create any other legal relationship between Gunnison County and Colorado Fitness. Nothing in this Corporate Membership Agreement creates or shall be construed to create any duty or obligation on behalf of Gunnison County other than the duty to remit expressly stated in this Corporate Membership Agreement.

WHEREFORE, the undersigned execute the Corporate Membership Agreement effective as of January 1, 2014.

COLORADO FITNESS

By: Jane Tunnadine

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By: Matthew Birnie, County Manager

Attest:

Deputy Clerk