AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Corporate Membership Agrmt; CO Fitness

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Fitness and The Board of County Commissioners of the C ounty of Gunnison

Term Begins: 01/01/2021 **Term Ends:** **Grant Contract #:**

Summary:

Annual Corporate Membership Agreement between Colorado Fitness and Gunnison County, Colorado

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cselin@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Current agreement is $36/mo. and $18/mo. Minimal increase, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/23/2020

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/23/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 10/6/2020

Revised April 2015

COLORADO FITNESS

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 the County of Gunnison, 200 E. Virginia, Gunnison, CO 81230 (hereinafter the "Company") on January 1, 2021. In consideration of the terms and conditions of this Corporate Membership Agreement, Colorado Fitness and the Company agree that Colorado Fitness shall provide membership privileges to all eligible employees of the Company, (hereinafter "employee" or "employees") including but not limited to eligible employees of the Company as set forth below:

1. Eligibility. Any person who is an eligible employee of the Company as of December 31, 2020, is entitled to initiate membership pursuant to this Agreement no later than February 1 2021. Any person who becomes an eligible employee of the Company after December 31, 2020 is entitled to initiate membership pursuant to this Agreement within thirty (30) days of that employee's start date with the Company.

2. Joining Fees. Ninety-Nine dollars ($99) per person is due from the company, as a one-time only joining fee from each new participating employee (and each family additional member) on the membership start date. No additional joining fee shall be due or owed as long as that person remains a member of Colorado Fitness 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 Company employee and the children, ages 14-17, of a Company 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 on a monthly or yearly basis for the company employees pursuant to this Corporate Membership Agreement and shall be paid to Colorado Fitness by the Company:

Each Employee: $37 per month for membership on a monthly basis or $412 for a one year membership.

Each additional family member: $18.50 per month for membership on a monthly basis or $206 for a one year membership

The Company shall be responsible for alt payments to Colorado Fitness, and hereby expressly agrees to be responsible for all payments due and owing Colorado Fitness under the terms and conditions of this agreement. It is the Company's responsibility to collect any payments from the individual employees of the Company who are participating in this Corporate 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. The Company Will Remit. On or before the tenth day of each month the Company shall remit to Colorado Fitness dues for all persons who are members pursuant to this Corporate Membership Agreement. Any payments of dues or any other payments due and owing to Colorado Fitness, not received by the tenth day of each month, shall be assessed a late fee at ten percent (10%) of the original amount due and payable. Any amount past due, inclusive of any late fees accrued, shall accrue at an interest rate of ten percent (10%) per annum until paid in full. The parties agree that the late fee charge represents a fair and reasonable estimate of the cost that Colorado Fitness will incur by reason of the late payments.

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 the Company 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), upon the receipt of written notice of such termination of employees by Colorado Fitness. 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, 2021 through December 31, 2021.

9. 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 the Company and Colorado Fitness.

WHEREFORE, the undersigned execute the Corporate Membership Agreement effective as of January 1, 2021.

Jane Tunnadine Colorado Fitness

Matthew Birnie, County Manager