

ADDENDUM #2

ADDENDUM TO AGREEMENT FOR EXERCISE and FITNESS MANGEMENT and HEALTH PROMOTION SERVICES

THIS ADDENDUM ("Addendum") is incorporated into that Agreement between the City of Miami Gardens ("City"), a Florida municipal corporation hereinafter referred to as "City" and Complete Health & Fitness Concepts, a Florida corporation hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on September 17, 2010, the City entered into a two (2) year Agreement with Contractor for complete exercise and fitness room management and health promotion programming services for the Miami Gardens Community Center.

WHEREAS, the current Agreement provides for options to renew for two (2) additional two year terms, and

WHEREAS, the City and Consultant desires to extend the Agreement for the first two (2) year period under the following revised prices and conditions,

NOW, THEREFORE, and consideration of the premises and mutual covenants herein named, the parties are to agree as follows:

1. Article 2 - Scope of Work Paragraph (J) shall be amended as follows: It shall no longer be the responsibility of the Contractor to implement an on-going advertising and marketing plan, the fee of \$12,620.00 shall be deducted from the Contractors total annual cost. The amended Annual Management Fee due the contractor is \$134,978.89.
2. Article 29 – Accounting shall be amended as follows: The City shall be responsible for the collection of membership fees; and the City shall retain 100% of all membership fees collected. All remaining fee collection and splitting terms for personal training and programming, as outlined in the Agreement shall remain valid.
3. Article 5 - Term shall be amended as follows:

This Agreement shall commence upon the execution by both parties, and shall continue for a period of two years. The Term shall not start until all insurance required as stated herein has been obtained and approved copy provided to the City.

Parties agree and understand that this Agreement shall be renewable after the expiration of the first two (2) year renewal period, based upon satisfactory performance and subject to the availability of funds for succeeding fiscal years with the terms and conditions to be agreed upon by the City and the Contractor.

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- 4. **INCONSISTENCY.** In the event of an inconsistency or contradiction between the terms hereof and the terms of the Agreement, to which this Addendum is attached, the terms hereof shall control.
- 5. **CONFLICT:** In the event of any conflicts between this Addendum, any previous addendums, and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
- 6. **EFFECT OF ORIGINAL AGREEMENT.** All terms of the Agreement and any previous addendums not affected by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

ATTEST:



Ronetta Taylor, MMC, City Clerk

CITY OF MIAMI GARDENS



Dr. Danny Crew, City Manager

Date: 8/15/2018

WITNESS:

Print Name

COMPLETE HEALTH & FITNESS CONCEPTS

By: 

President COC

Print Name: Robert Cannon

Approved as to form and legal
Sufficiency:



Sonja K. Dickens, City Attorney