

8663-02
Amd 1

**FIRST AMENDMENT
TO
GENERAL CONTRACT FOR SERVICES
BETWEEN
THE CITY OF JACKSONVILLE
AND
BAILEY'S GYMS, INC.**

THIS FIRST AMENDMENT to General Contract for Services is made and entered into this 16 day of Sept., 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation located in Duval County, Florida (hereinafter the "Buyer"), and BAILEY'S GYMS, INC., a Florida profit corporation with a principal address at 1418 Romney Street, Jacksonville, Florida 32211 (hereinafter the "Seller").

RECITALS:

WHEREAS, on December 13, 2012, Buyer and Seller made and entered into City of Jacksonville Contract No. 8663-02 (hereinafter the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by exercising the first of three (3) one (1) year renewal options so as to extend the Term of the Contract from January 1, 2015, through December 31, 2015, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3 of said Contract is amended in part by exercising the first of three (3) one (1) year renewal options so as to extend the Term of the Contract from January 1, 2015, through December 31, 2015, and as amended shall read as follows:

“3. TERM. This Contract shall become effective as of January 1, 2013, and will continue and remain in effect as to all its terms and conditions until December 31, 2015. This Contract may be renewed for up to two (2) additional one (1) year periods in the sole discretion of the Buyer. Seller shall hold the membership rates firm for the full five (5) year Contract Term, which consists of the initial two (2) year term plus the three (3) renewal terms. All such renewals shall be by written amendment to this Contract signed by the authorized representative of each of the parties. Either party may cancel this Contract with or without cause at any time with no penalty, damages, costs, or expenses upon ninety (90) days’ advance written notice to the other party. Upon cancellation or termination as provided in Section 5, Individual Participants may be subject to enrollment fees and current rates to continue membership at no cost to Buyer.”

SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have caused this First Amendment to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary



By: *Karen Bowling*
Alvin Brown, Mayor
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

BAILEY'S GYMS, INC.

By: *Jennifer Causey*
Signature
Jennifer Causey
Type/Print name
Software Developer
Title

By: *Darryl Bailey*
Darryl Bailey, Vice President

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

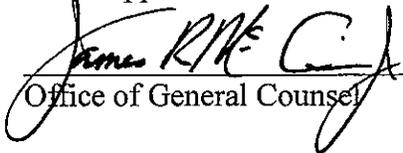


Director of Finance

City Contract Number #8663-02, Amd #1



Form Approved:



Office of General Counsel