

**AMENDMENT NO. 1 TO CONTRACT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
GYM KIDZ, INC.
PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-047-WG
FOR GYMNASTIC INSTRUCTIONAL SERVICES**

This Amendment No. 1 (“Amendment”) to the Agreement, dated November 13, 2019, pursuant to Request For Qualifications (RFQ) No. 2019-047-WG for Gymnastic Instructional Services (“Agreement”), by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the “City”), and Gym Kidz, Inc., a Florida corporation, having its principal place of business at 2038 NE 155th Street, North Miami Beach, FL 33162 (“Contractor”), is entered into this ____ day of _____, 20_____.

RECITALS

WHEREAS, on February 13, 2019, the Mayor and City Commission on February 13, 2019, the Mayor and City Commission adopted Resolution No. 2019-30703, authorizing the Administration to negotiate an agreement with Contractor, as the sole responsive proposer for gymnastic program instructional services pursuant to Request for Qualifications No. 2019-047-WG; and

WHEREAS, on November 13, 2019, the City and Contractor executed the Agreement for an initial term of two (2) years, effective retroactively as of July 1, 2019, with three (3) additional one-year renewal terms, at the City Manager’s sole discretion;

WHEREAS, on June 28, 2023, the Mayor and City Commission adopted Resolution No. 2023-_____, approving, in substantial form, Amendment No. 1 to the Agreement; said Amendment (1) approving the final one-year renewal term, commencing on July 1, 2023 and expiring on June 30, 2024; (2) increasing the participant fees, as described in Exhibit B to the Agreement, effective June 1, 2023; and (3) authorizing the City Manager or City Manager’s designee to approve, pursuant to the City Manager’s purchasing authority under the City Code, additional rate increases during the final term of the Agreement, subject to the Administration approving an industry review supporting the additional rate increases; and further authorizing the City Manager to execute the Amendment.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Contractor hereby agree to amend the Agreement as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

(a) Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the following:

Exhibit B	
Gymnastics Recreational Classes (10 Classes)	Contract Fees
Recreational Classes - Resident	315.00
Recreational Classes - Sibling Discount	283.50
Recreational Classes - Non Resident	393.75
Registration fee - Gym Kidz	60.00
Weekly Camps (Summer/Spring/Winter)	
Residents (9am-5:30pm)	330.00
Non Residents (9am-5:30pm)	412.50
Residents (9am-3pm)	299.00
Non Residents (9am-3pm)	373.75
Daily Camps (Summer/Spring/Winter)	
Residents (9am-5:30pm)	85.00
Non Residents (9am-5:30pm)	106.25
Residents (9am-3pm)	70.00
Non Residents (9am-3pm)	87.50
Birthday Parties	
Residents (1-20 kidz)	650.00
Non- Residents (1-20 kidz)	812.50
Residents (21-25 kidz)	700.00
Non-Residents (21-25 kidz)	875.00
Residents (26-30 kidz)	750.00
Non Residents (26-30 kidz)	937.50
Competitive Team (5 weeks of classes)	
4 hrs residents	310.00
4 hrs residents sibling	279.00
4 hrs non residents	387.5.00
7.5 hrs residents	380.00
7.5 hrs residents sibling	342.00
7.5 hrs non residents	475.00
10 hrs residents	430.00
10 hrs residents sibling	387.00
10 hrs non residents	537.5.00
Registration Fee	60.00

(b) Subsection 3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.2 During the Term of the Agreement, Contractor shall provide the Services in accordance with the following schedule:

Contractor will be required to provide City with a written schedule of all classes it intends to provide within fourteen (14) days of the Effective Date of this Agreement and thereafter, at least one month in advance of any new class start date. Classes may be scheduled Monday through Sunday, at such times and locations deemed appropriate by both the Contractor and the City; provided, however, that in the event of a dispute between City and Contractor as to a particular class time and/or location, the City Manager's decision shall be final and binding upon the parties.

A contract year shall begin on July 1st and end on June 30th of a given year.

Contractor may request, and the City may consider, an increase in the participant fees, as reflected in Exhibit B, attached hereto, in order to address increases in labor costs or other operational costs associated with Contractor's performance of the Services under this Agreement; provided that such increases are consistent with the fees being charged for similar Services within Miami-Dade County, Florida. Within thirty (30) days from receipt of a written request from Contractor of a proposed rate increase in the participant fees ("Contractor's Request"), the City's Parks and Recreation Department Director shall conduct an industry review of the Services for the City Manager's review and approval. Upon the recommendation of the Department Director, that the proposed increase in the participant fees is supported by the industry review, and the City Manager, in the City Manager's sole discretion, determining that the industry review is acceptable, the City Manager will approve Contractor's Request. If the parties cannot reach an agreement as to the appropriate participant fees for the Services, Contractor may terminate the Agreement upon providing the City with six (6) months prior written notice.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

Date

FOR CONTRACTOR:

GYM KIDZ, INC.

ATTEST:

By: _____
Secretary

President

Print Name

Print Name

Date