

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE POLK COUNTY
FITNESS CENTER
#2022-057
AMENDMENT #1

This AMENDMENT is made effective as of July 19, 2022, by and between, Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Ultimate Fitness Center, Inc. (the "Vendor"), a Florida corporation, located at 615 North Jackson Avenue, Bartow, Florida 33830, whose Federal Employer Identification number is 800547180.

WITNESSETH:

WHEREAS, the County and Vendor entered into Professional Service Agreement 2022-057 dated July 19, 2022 (the "Agreement"), for the purpose of providing daily operations and management for the Polk County Fitness Center located at 615 North Jackson Street, Bartow, FL, 33830; and

WHEREAS, the parties have agreed to amend the insurance requirements of both the Agreement and the Lease Agreement, and have separately executed an amendment to the Lease Agreement contemporaneously herewith; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Vendor mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Vendor hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein. Capitalized items shall have the meaning ascribed in the Agreement, unless otherwise defined herein.
2. Section 11.0 of the Agreement is hereby amended and restated in its entirety as follows:

11.0 Insurance Requirements

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above, and Section 13 of the Lease Agreement. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Vendors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. Unless the Vendor provides the County with a copy of its current Certificate of Election to be Exempt issued by the State of Florida, Division of Workers' Compensation, the Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, volunteers, its agents or subcontractors as required by Florida Statutes. In the event that Vendor, at any location associated with the County, has employees, agents, or volunteers, or employs sub-contractors with a permanent home address or principal place of business outside of Florida, Vendor shall also obtain and maintain Workers' Compensation Insurance compliant with the laws, statutes, and/or regulations of the state where such permanent home address or principal place of business exists.

Employers Liability: Vendor shall maintain the following limits:

Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Tenant Insurance: Vendor shall maintain an “all-risk” policy “Tenant” or “Lessee” insurance coverage in an amount equal to the full replacement cost of the Vendor’s personal property, furnishings, equipment, fixtures, and inventory located in or around the premises of the Polk County Fitness Center.

Each of the foregoing policies must provide that the policy limit is specifically limited to the Vendor’s operations in, on, and around the premises of the Polk County Fitness Center and are not applicable to any other locations or operations where the Vendor is conducting business.

3. The Agreement, as amended by this Amendment #1, continues in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk
Date Signed By County _____

By: _____
_____, Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Sandra B. Hill 11-20-24
County Attorney's Office Date

Ultimate Fitness Center, Inc.
a Florida corporation

By: _____
GREG BUCK
PRINT NAME

OWNER
TITLE

Date: 11-14-24

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11/14/2024 (Date) by Greg Buck (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 11/14/2024 (Date)

Sarah Jones (Official Notary Signature and Notary Seal)
Sarah Jones (Name of Notary typed, printed or stamped)

Commission Number HH120857 Commission Expiration Date 7/26/2025

