

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE  
CITY OF CORPUS CHRISTI  
AND  
BENAVIDES FITNESS, LLC**

**STATE OF TEXAS           §  
  §  
COUNTY OF NUECES     §**

WHEREAS, the City of Corpus Christi ("City") and Benavides Fitness, LLC ("Contractor") entered into an existing agreement ("Agreement"), approved on March 31, 2016;

WHEREAS, the parties mutually desire to increase the total contract value through execution of an amendment to the existing service contract with this ("First Amendment") in order to provide additional program services for the "Mind – Exercise – Nutrition – Do it!" ("MEND") Childhood Obesity Program.

1. **Incorporation of Preamble.** The preamble provisions set out above in this First Amendment are incorporated by reference into the body of this document and constitute additional provisions under the Agreement.
  
2. **Effective Date.** This First Amendment takes effect following the final approval by the City Council and execution by the City Manager, or designee on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.
  
3. **Effect of First Amendment.** This First Amendment supplements and expands the provisions of the Agreement and the duties and responsibilities undertaken by the parties. The parties acknowledge and agree that all terms, conditions, and covenants of the Agreement not changed by execution of this First Amendment continue in full force and effect. For purposes of this First Amendment, the parties agree that the specific language included in this document modifies the terms and conditions of the Agreement as necessary and desired to effectuate the purposes and plans of the parties.
  
4. **Amendment.** This First Amendment to Service Contract MEND Childhood Obesity Program Contract No. 714 Benavides Fitness, LLC shall be revised to increase the maximum not to exceed total contract value of the existing service contract from \$49,000 to \$170,000 as shown in Exhibit "A" Specification No. 10280 (last page) Section N. Fee Schedule of Exhibit A Scope of Work Mend Childhood Obesity Program.
  
5. **Entire Agreement.** This First Amendment (and the attachments and exhibits attached to this document and incorporated by reference, if applicable) set forth the entire agreement of the parties with respect to undertaking additional duties and responsibilities as described in this document. Excluding the executed Agreement and First Amendment, no other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the parties regarding this First Amendment.

EXECUTED in duplicate by the parties, to take effect upon the date indicated in Section 2 of this First Amendment.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Annette Rodriguez, Director of Public Health

Date: \_\_\_\_\_

Approved as to legal form: \_\_\_\_\_, 2016

\_\_\_\_\_  
Elizabeth Hundley  
Assistant City Attorney  
for the City Attorney

**CONTRACTOR:**

  
\_\_\_\_\_  
Signature

Name: Matthew Benavides

Title: Owner of Benavides Fitness LLC

Date: 5/19/16

**ATTACHED AND INCORPORATED EXHIBIT:**

Exhibit A – Specification No. 10280 (last page) Section N. Fee Schedule of Exhibit A Scope of Work Mend Childhood Obesity Program

**N. FEE SCHEDULE**

	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>MINIMUM NUMBER OF PARTICIPANTS</b>	
	Delivery of MEND ages 2-5: 10-week course (10 weeks x one 1.5-hour sessions per week).	EACH FULL CLASS	\$3,000	12 minimum	
	Delivery of MEND ages 7-13: 10-week course (10 weeks x two 2-hour sessions per week).	EACH FULL CLASS W/10	\$2,500	10 minimum	
	<b>ONLY FOR MEND 7-13</b>				
	Each additional child, numbers 11 to 20	EACH	\$250		Must complete 10-week course
	Each additional child, numbers 21-30	EACH	\$200		Must complete 10-week course
	Class Size: Greater than or equal to 30 children per class				Maximum \$7,000

**The total contract value to be paid under this agreement shall not exceed \$170,000.**