

**SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
PEERFIT, INC.**

THIS SECOND AMENDMENT TO AGREEMENT made and entered into this ___ day _
of _____ 2019 by and between Alachua County, a charter county and political subdivision of the
State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County"
or "Client", and Peerfit, Inc., hereinafter referred to as "Peerfit" Collectively hereinafter the County and
Peerfit are referred to as the "Parties":

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Enterprise Health Service
Provider Agreement*. Dated September 1, 2018 (the "Agreement"), for the provision of providing
health and fitness opportunities to Alachua County Employees; and,

WHEREAS, the Parties entered into the First Amendment to the Agreement (the "First
Amendment"), dated October 16, 2019, through which the Agreement was renewed through September
30, 2020; and,

WHEREAS, the County desires to further amend the Agreement to expand the access to the Peerfit
program to 2,164 employees, which includes Alachua County Board of County Commissioners and other
Constitutional Offices and to increase the monthly allocation of usage credits from 16 to 32,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein,
and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the
Parties, the Parties hereby agree to amend the Agreement as follows:

A. Paragraph 2.1 of the Agreement, Billing and Payment Terms, is hereby struck in its entirety and replaced
with the following paragraph:

Client agrees to pay Peerfit an amount not to exceed \$200,000.00 annually ("Annual Contract
Price"), unless approved by the Board of County Commissioners by written amendment, according to the terms
of the Proposal attached hereto as **Exhibit A**, incorporated herein by reference. Peerfit reserves the right to revisit
these terms if the Eligible Members of Client changes by +/- 10% during the contract period

B. The Credit Allowance Table contained in **Exhibit A** of the Agreement, Proposal, is hereby deleted and
replaced with the following updated Usage Credit Allowance Table:

Monthly Usage Credit Allowance per Employee	32 Credits
PMPM	\$0.92
Cost per Usage Credit	\$3.50
Forecasted <i>Monthly</i> Cost	\$16,666.67
Annual Not to Exceed Cost	\$200,000.00

C. This Second Amendment shall take effect January 1, 2020, after execution by both parties

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the Parties shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed

for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

Witness
By: _____
Print: _____
Title: _____

DocuSigned by:
Ed Buckley
062F8F02A747470...

Peerfit

By: _____
Print: _____
Title: _____
Date: _____

DocuSigned by:
Emma Maurer
54040404848F480...

11/8/2019

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.