

**1ST AMENDMENT TO THE RENEWED AND REVISED AGREEMENT BETWEEN
THE CITY OF BURLINGAME AND THE BURLINGAME AQUATIC CLUB, INC.
FOR THE MANAGEMENT AND OPERATION OF, AND FOR THE PROVISION OF
AQUATIC PROGRAMS AT, THE BURLINGAME AQUATIC CENTER**

WHEREAS, on August 18, 2014, the City of Burlingame, (the “City”) and the Burlingame Aquatic Club (“BAC”) herein “the Parties”, entered into the Renewed and Revised Agreement for the management and operations of, and for the provision of aquatic programs at the Burlingame Aquatic Center; and

WHEREAS, BAC and the City have worked together for many years to provide community youth and adult aquatic program offerings on a year-round basis; and BAC has cooperated with the City in the operation of the aquatic facility and in the provision of aquatic activities; and

WHEREAS, the Parties are currently negotiating a new agreement in uncertain times due to the COVID-19 and after a period of two (2) years of swimming pool closure; and

WHEREAS, BAC needs additional time to develop and operate a new community aquatic program during COVID-19; and

WHEREAS, both Parties need additional time to understand the annual operating costs for the newly renovated pool and to determine the actual pool usage between the community and competitive programming in order to have a fair and equitable cost share of the pool operating costs.

NOW, THEREFORE, THE PARTIES AGREE TO THE 1st AMENDMENT TO THE AGREEMENT AS FOLLOWS:

1. The City commits up to \$200,000 for pool operating costs for a year to be paid to the San Mateo Union High School District, or until the funds are depleted from the date the BAC is back in the water, whichever happens first. This provision amends Section 7.3 of the Agreement, to the extent that these City funds shall be provided without a full budget having been submitted on the dates otherwise required by the Agreement. Absent a further amendment to the Agreement, the funds provided under this Section shall be in lieu of any other subsidy from the City to the BAC during the time described here. The intent of the parties is that the funds provided pursuant to this Section shall not operate as a subsidy to BAC’s competitive program. BAC will fairly and equitably apportion the pool operating costs paid by City across all of BAC’s programs (competitive and community) and general operating expenses, such that any excess revenues to BAC allowed or created by the City’s payment of operating expenses shall be used to rebuild BAC’s community program. BAC shall provide a complete profit and loss statement on a quarterly basis to City for review.
2. At the end of this time period as defined in Section 1 of this Amendment the agreement between the parties will be renegotiated.
3. The City’s contribution to pool operating costs as provided in Section 1 of this Amendment shall be limited to those costs as billed by the San Mateo Union High School District and shall not include a payment directly to BAC for such items as overhead or other ordinary costs.

4. BAC commits to starting programs as soon as feasible under the COVID-19 restrictions, including community aquatics, at their expense.
5. All other terms of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this 1st amendment to the Agreement to be duly executed by their respective officers as of _____.

THE BURLINGAME AQUATIC CLUB, INC.

CITY OF BURLINGAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney