

**2ND 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 (including all amendments thereto, the "Agreement"); 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 needed additional time to develop and operate a new community aquatic program during COVID-19, and the Agreement was amended for a term of July 1, 2020 until June 30, 2021; and

WHEREAS, both Parties still need additional time to understand the annual operating costs for the pool and to determine the actual pool usage between the community and competitive programming due to COVID-19 in order to have a fair and equitable cost share of the pool operating costs.

NOW, THEREFORE, THE PARTIES AGREE TO THE 2nd AMENDMENT TO THE AGREEMENT AS FOLLOWS:

1. The termination date of the Agreement shall be extended from June 30, 2021 to December 31st, 2021.
2. From the date hereof until the termination date of the Agreement, the parties will work in good faith to renegotiate the Agreement.
3. For the period commencing July 1st, 2021 through December 31st, 2021, the City commits up to \$100,000 for pool operating costs to be paid to the San Mateo Union High School District. This provision further amends Section 7.3 of the Agreement, as previously amended in amendment 1 to this agreement, and the funds shall be provided in lieu of any other subsidiary from the City to BAC during the time described here.
4. In recognition that a portion of the operating costs of the pool are related to the use of the pool by BAC's competitive swim programming, BAC will remit to the City two separate payments in the amount of \$18,750, with one payment due Sept 30th, 2021, and the second due Dec 31st, 2021.
5. Except as expressly amended herein, all other terms of the previously amended Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this 2nd 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