

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
EXOS COMMUNITY SERVICES, LLC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 21st day of June, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS Community Services, LLC, a New Jersey limited liability company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR (collectively referred to as the "parties") entered into an Agreement on July 18, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide open swim, learn-to-swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs at Las Palmas Pool, located at 1800 East 22nd Street, National City, CA 91950; and

WHEREAS, originally Article 2, Length of the Agreement, established the term of the Agreement as July 18, 2020 through June 30, 2021; and

WHEREAS, on June 15, 2021, the parties agreed to the First Amendment of the Agreement ("First Amendment") allowing the parties to mutually agree to extend the Agreement for up to two (2) additional one-year terms. In the First Amendment, the parties agreed to use the first of the additional one-year terms to amend Article 2, Length of the Agreement to extend the term of the Agreement to July 1, 2021 through June 30, 2022; and

WHEREAS, the parties again desire to amend Article 2, Length of the Agreement, to extend the term of the Agreement to July 1, 2022 through December 31, 2022.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The City and EXOS hereby replace Exhibit B ("2021-2022 Las Palmas Pool Budget") to the Agreement, in its entirety, with the attached Exhibit B ("July 2022 – December 2022 Las Palmas Pool Budget"), which revises the payroll and staffing expenses, marketing and administrative costs, and monthly base management fee.

2. Length of Agreement. Pursuant to Article 2 of the First Amendment, the City and EXOS hereby agree to amend Article 2 of the Agreement to again extend the Agreement by six (6) months, through December 31, 2022.

3. Compensation. The CITY and the CONTRACTOR hereby agree that, effective as of the date of this Second Amendment to the Agreement, Section 3 of the Agreement is hereby amended as follows: The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed a total cost of \$50,000. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit B ("2022-2023 Las Palmas Pool Budget"), which is attached hereto without prior written authorization from the CITY.

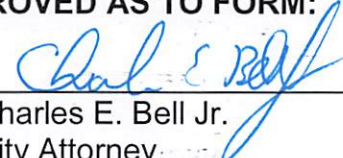
4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 18, 2020 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

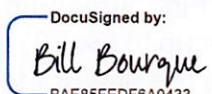
By: 
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: 
Charles E. Bell Jr.
City Attorney

EXOS COMMUNITY SERVICES, LLC

(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: 

(Name)

Bill Bourque

(Print)

Chief operations officer

(Title)

By: 

(Name)

Marc Mandel

(Print)

SVP, General Counsel

(Title)

