## 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 21<sup>st</sup> 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 22<sup>nd</sup> 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.

By: AMSA	(C cc (F	Corporation orporate off Partnership gnature)	oration – signatures of two prate officers required) nership or Sole proprietorship – one ture)  bill bowyw				
Alejandra Sotelo-Solis, Mayor	ir and in	(Name)	Name)				
No.			Bill Bourque				
		(Print)	colo qualiti 2AdRidi I				
APPROVED AS TO FORM:		Chief Operations Officer					
By: Chal & Bell		(Title)	DocuSigned by:				
Charles E. Bell Jr. City Attorney	Ву		Marc Mandel F2B958B590D847A				
		(Name)					
			Marc Mandel				
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		SVF	P, General Counsel				
		(Title)					

Exhibit B July 2022 - December 2022 Las Palmas Pool Budget

s Palmas Pool Budget	2022	2022	2022	2022	2022	2022	Budget Q1/2 Fiscal 22/23
	July	August	September	October	November	December	Totals
penses							
Payroll and Staffing Expenses	07720 0	2 10 2 2 7 10 0	5 555555	200000	2 222 22		
Salary-Managers	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	
Wages-Guards for recreational swim and lessons*	0.00	0.00		0.00			\$0.00
Wages-Administrative staff for recreational swim/public access	0.00	0.00	0.00	0.00			\$0.00
Wages- Masters	0.00	0.00	0.00	0.00			\$0.00
Wages-Swim Team	0.00	0.00	0.00	0.00			\$0.00
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00			\$0.00
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00			\$0.00
Wages-Guards for Rental Groups	0.00	0.00	0.00	0.00			\$0.00
Wages-Aquatic Group Exercise Classes	0.00	0.00	0.00	0.00			\$0.00
Payroll Burden-24% of payroll	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	\$7,704.00
Sub-Total Sub-Total	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	\$39,804.00
Marketing and Administrative Costs							
Adv & Mktg-Other	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Dues & Membership	215.00	215.00	215.00	215.00	215.00	215.00	\$1,290.00
Meeting Expense (manadatory monthly staff meetings)	0.00	0.00	0.00	0.00			\$0.00
Uniforms	0.00	0.00	0.00	0.00			\$0.00
Locker Room Supplies/Janitorial	0.00	0.00	0.00	0.00			\$0.00
Office Supplies & Expenses	0.00	0.00	0.00	0.00			\$0.00
Travel-Mileage Reimbursement/Parking/Tolls	0.00	0.00	0.00	0.00			\$0.00
Program Supplies & Expenses	0.00	0.00	0.00	0.00			\$0.00
Sub-Total	215.00	215.00	215.00	215.00	215.00	215.00	\$1,290.00
Base Management Fee	1,365.00	1.365.00	1,365,00	1,365,00	1,365.00	1,365.00	\$8,190.00
Dase management ree	1,000.00	1,505.00	1,000.00	1,505.00	1,000.00	1,505.00	\$0,130.00
Sub Total Expenses	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	\$49,284.00