

CITY OF STOCKTON
**2026 AQUATICS AND FACILITIES MANAGEMENT
 AGREEMENT AMENDMENT**

Agreement Number:	Amendment Number:
	1

This Amendment Number One (1) to the above referenced Agreement is entered into on _____: between the City of Stockton (“City”) and Community Services Solutions LLC “Contractor”.

RECITALS

WHEREAS, the City and Operator entered into the Agreement for the operation of aquatic facilities as identified in Exhibit 1 to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to add an additional aquatic facility and adjust compensation accordingly;

Now therefore, the City and the Contractor mutually agree as follows:

1. Addition of Facility

Exhibit 1 of the agreement: Aquatic Facilities Locations is hereby amended to include the following additional facility:

- Oak Park Pool
 3537 Alvarado Ave
 Stockton, CA 95204

This facility shall be considered a “Facility” under the Agreement and shall be subject to all terms, conditions, responsibilities, and requirements outlined in the Agreement, including but not limited to Articles 5 and 6 regarding management, operations, maintenance, and reporting

2. Compensation Adjustment

Article 3: Compensation and Revenue is hereby amended to increase the total compensation payable to Operator by Fifty-Seven Thousand Dollars (\$57,000) for the addition and operation of Oak Park Pool located at 3537 Alvarado Ave, Stockton, CA 95204.

As a result of this Amendment, the total not-to-exceed compensation under this Agreement shall be One Hundred Fourteen Thousand Dollars (\$114,000) for the 2026 swim season.

The additional \$57,000 attributable to Oak Park Pool shall be invoiced and paid in accordance with the payment structure and requirements set forth in Article 3 and Exhibit 6: Compensation Schedule, and shall be distributed as follows:

- Initial Payment (33.33%): \$18,998.10

 Payable within thirty (30) days of receipt of invoice and submission of required startup documentation, including a valid business license, approved insurance certificates and endorsements, program plan, and signed compliance statement for HR-40 fingerprinting and disqualifying criminal convictions.
- Second Payment (33.33%): \$18,998.10

 To be invoiced by Operator on July 1 and paid within thirty (30) days of receipt of invoice and required supporting documentation, including weekly and monthly statistics and reports for May and June.
- Final Payment (33.34%): \$19,003.80

ATTACHMENT A

To be invoiced by Operator within fifteen (15) days following the last day of the swim season and paid within thirty (30) days of receipt of invoice and required supporting documentation, including weekly and monthly statistics and reports for July, August, and September.

This compensation is in addition to all other compensation authorized under the Agreement, is solely attributable to the inclusion and operation of Oak Park Pool, and no additional compensation beyond the total not-to-exceed amount of \$114,000 shall be paid unless authorized by written amendment executed by both Parties.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY: