

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR FACILITY USE  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SANTA CLARA SWIM CLUB, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and the Santa Clara Swim Club, Inc. a California corporation ("Swim Club"). City and Swim Club may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Permit for Use of Facilities", dated July 15, 1980 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated June 15, 1982, Amendment No. 2, dated August 17, 2010, and again by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of allowing the Swim Club to provide swim programs during days and hours which the general public has minimal need for use of the George F. Haines International Swim Center ("Facility") so as to promote the development of swimming skills and the development of youth of the community, and the hosting of swim competitions and other aquatic related activities for the benefit of the City of Santa Clara, and the Parties now wish to amend the Agreement as Amended to provide a one-time reduction in the amount of \$8,600 in facility use fee payment to the City for calendar year 2020 to address COVID19 pandemic related facility closure for 156 days during the calendar year.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 5 of the Agreement as Amended (Amendment No. 2), entitled "Permit for Use of Facilities" is amended to read as follows:

"Section 5 – Permitted Use of International Swim Center is subject payment to the City in the amount of \$20,000 per calendar year (\$5,000 per quarter); except that in calendar year 2020, the payment shall be in the amount of \$11,400 (a one-time

reduction to address COVID19 pandemic and other closures of the ISC). An Annual payment in the amount of \$20,000 (\$5,000 per calendar quarter) will be in effect beginning January 1, 2021 and subject to a review and adjustment (increase/decrease) in January of each year by City based on the U.S. Bureau of Labor Statistics Consumer Price Index - San Francisco (CPI-U) for the previous 12 months. The amount of fee due will be provided in writing to the Club and the fee effective the calendar quarter beginning July 1 of each year."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**SANTA CLARA SWIM CLUB**

A California, Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Tom Wilcox

Title: Chief Financial Officer

Principal Place of  
Business Address: 2625 Patricia Drive, Santa Clara, CA 95050

Email Address: twilcox@santaclaraswimclub.org

Telephone: 408.246.5050

"SWIM CLUB"