

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Services Agreement ("Second Amendment") is entered into this 4th day of December 2018 by the City of Pleasanton ("City") and Lifetime Activities ("Lifetime").

Whereas, on December 20, 2016 the City and Lifetime entered into an Extended Agreement for Lifetime to continue management of tennis operations at the Tennis and Community Park ("Agreement"); and

Whereas, the completion timeline for two (2) Park improvement clauses shall be amended; and

Whereas, the parties desire to amend to the Agreement;

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 3.05.01 of the Agreement, "Improvements", is amended to provide that the Improvements be completed by December 31, 2019 and is amended to read: *Section 3.05.01 of the Agreement, "City shall purchase, cause to be installed, and maintain a new shade structure on the north side of Court #10 at the Park by December 31, 2019. City shall have the discretion to select the shade structure and installation location and may consult with Lifetime."*
2. Section 3.05.2 of the Agreement, "Improvements Provided by Lifetime", is amended to provide that the Improvements be completed by December 31, 2019 and is amended to read: *Section 3.05.02 of the Agreement, "Lifetime shall purchase and cause to be installed Twenty-five Thousand Dollars (\$25,000) worth of new improvements to the Facilities by December 31, 2019, which improvements are subject to City staff administrative approval. Lifetime agrees that the improvements provided for in this Section 3.05.02 are not considered Improvements qualifying for any Rent Abatement as described in Section 7.01."*
3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this First Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON

Nelson Fialho, City Manager

ATTEST:

Karen Diaz, City Clerk

First Amendment

CONTRACTOR

By:

Dana Gill

Signature

DANA GILL

Print name

Title:

CEO

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____