



**FIRST AMENDMENT TO
RFP #2020-005 BROWNSMILL AQUATIC CENTER SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) is made this _____ day of _____, 2024 (“Execution Date”), by and between the **CITY OF STONECREST, GEORGIA** (the “City”) and **STANDGUARD AQUATICS, INC** (“Company”).

W I T N E S S E T H

WHEREAS, the City and Company are parties to the RECREATIONAL SERVICES AND FACILITY USAGE AGREEMENT Browns Mill Aquatic Center dated May 24, 2021 (the “Agreement”).

WHEREAS, the City and Company desire to amend the Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, and covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Fees and Compensation. Section 3 entitled Fees and Compensation of the Agreement is hereby stricken and replaced with the following terms:

3. **FEES AND COMPENSATION.** For performance of the services provided hereunder and in exchange for the City authorizing Contractor to use the Facility, Contractor shall be compensated as follows:
 - (a) *2024 Public Season.* Contractor shall be entitled to retain all of the gross revenues generated from the Facility for the 2024 Public Season. The 2024 Public Season shall be defined as the months of May through August in 2024.
 - (b) During the Off-Season Contractor shall maintain the facility on a month-to-month basis for two thousand seven hundred fifty dollars (\$2,750.00) per month. Maintenance shall include all chemicals and labor to maintain the pools. Off Season shall be defined as the months of September through December in 2024.

Section 2. Term. Section 5 entitled Term of the Agreement is hereby stricken and replaced with the following terms:

5. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon the end of the calendar year in which it is executed ("Initial

Term"), Unless otherwise terminated pursuant to the provisions herein, this Agreement shall automatically renew at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term. The term of this Agreement shall be month-to-month, commencing on October 1, 2024, and shall continue to be month-to-month until terminated by the City by prior written notice provided by email to the Contractor.

Section 3. Notices. Section 25 entitled Notices of the Agreement is hereby stricken and replaced with the following terms:

25. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:
City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
payables@stonecrestga.gov

With Copies to the City Attorney:
Winston Denmark
Denmark Ashby
100 Hartsfield Centre Pkwy, Suite 400
Atlanta, Georgia 30354
wdenmark@denmarkashby.com

If to the Contractor:
Matt Satterly
StandGuard Aquatics
5665 Atlanta Highway, Ste. 103-168
Alpharetta, GA 30004
matt@standguardaquatics.com

Section 4. Modification of Contract. Except as expressly amended herein or as necessary to carry out the terms of this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 5. Entirety. This Amendment is hereby incorporated into the Agreement and together herewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Amendment. PDF signatures shall constitute original signatures.

Section 7. Effective Date. That the Amendment will become effective 15 days after the Execution Date.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Amendment to be executed and delivered by their duly authorized representatives the day and year written below.

STONECREST, GEORGIA

By: _____

Jazzmin Cobble
Mayor, Stonecrest, Georgia

ATTEST: _____

Sonya Isom
City Clerk

APPROVED AS TO FORM:

Denmark Ashby, LLC, City Attorney

STANDGUARD AQUATICS, INC

BY (sign here): _____
Name (print): _____
Title: _____

[Corporate Seal]

ATTEST (sign here): _____
Name (print): _____
Title: _____
DATE: _____