

**FIRST AMENDMENT TO
JOINT OPERATIONS AGREEMENT
BETWEEN THE CITY OF AUSTIN
AND THE YMCA OF AUSTIN**

THIS FIRST AMENDMENT TO JOINT OPERATIONS AGREEMENT (the "Amendment") is made between the **CITY OF AUSTIN**, a Texas home rule city (the "City"), and the Young Men's Christian Association d/b/a **YMCA of Austin**, a Texas nonprofit corporation (the "YMCA"),

RECITALS

WHEREAS, the City and the YMCA, sometimes collectively referred to as the "Parties," entered into that certain Joint Operations Agreement (the "Agreement"), effective as of August 3, 2010, for the construction of a joint use recreational facility (the "Facility") at 1000 Rundberg Lane, Austin, Texas; and

WHEREAS, pursuant to the Agreement, the YMCA will be responsible for the operation and management of the completed Facility over the initial twenty year term and any extended terms of the Agreement; and

WHEREAS, the Parties presently desire to further define their respective obligations under the Agreement and to establish more flexibility in the long-term management of the Agreement;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the Parties agree as follows:

1. The YMCA will annually, no later than January 31 of each calendar year of operations, provide updated operations and preventative maintenance program reports to the City outlining the current and proposed programs for the Facility. These reports shall be of sufficient detail to serve as programming and financial planning tools. The reports will be presented in draft form to allow review, comment, and appropriate revision. The preventative maintenance program report will contain a projected maintenance cycle with a comparison of the estimated life cycle of building components to actual conditions. The Parties may also develop a master maintenance cycle plan to assist with long term planning and to further clarify the Parties' responsibilities.
2. In addition to the YMCA's obligations to make all regular and ordinary minor nonstructural building maintenance and repairs at its sole cost and expense, during the term of the Agreement, including but not limited to painting, wallpaper, tile, flooring, and window glass replacement, and to maintain at its own expense during the term of this agreement, a preventative maintenance program for all systems, including but not limited to HVAC systems, elevators, plumbing, pool pumps and apparatus, fire suppression and sprinkler systems, and other systems that require periodic maintenance to continue operating efficiency and warranty compliance, the YMCA will be responsible for

periodic re-plastering of the swimming pools located in the Facility to assure that the pools perform as intended.

3. In all other respects, the Operating Agreement is ratified, approved and confirmed.

EXECUTED this the _____ day of _____, 2012.

CITY OF AUSTIN

By: _____
Marc A. Ott
City Manager

YMCA OF AUSTIN

By: _____
James Finck
President/CEO

APPROVED AS TO FORM

By: _____
Assistant City Attorney