

**SECOND AMENDMENT TO
Core Agreement between
United States Olympic Committee
and
City of Chula Vista**

This SECOND AMENDMENT (“Second Amendment”) to the Core Agreement is entered into effective as of January 1, 2022 (“Effective Date”) by and between the United States Olympic Committee (“USOC”) and the City of Chula Vista, a chartered municipal corporation (“CV”), with reference to the following facts:

RECITALS

WHEREAS, CV and USOC entered into a Core Agreement (the “Core Agreement”) dated March 31, 2016; and

WHEREAS, CV and USOC entered into a First Amendment to the Core Agreement (the “First Amendment”) dated July 25, 2018 to updated terms and conditions including without limitation those related to USOC usage, program changes and cancellations, rates, and effective periods; and

WHEREAS, CV and USOC desire to further amend the Core Agreement to modify terms and conditions related to the term of the Core Agreement, the minimum annual payment, annual NGB reviews, the performance menu, operations plan, and minimum usage commitment, all as more specifically set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, CV and USOC agree as follows:

1. The Preamble to the Core Agreement is hereby amended and restated in its entirety as follows:

“THIS CORE AGREEMENT (the "Core Agreement") is made effective as of this 28th day of March, 2016 (the "Effective Date") between the UNITED STATES OLYMPIC AND PARALYMPIC COMMITTEE, a federally chartered non-for-profit corporation, formerly known as the UNITED STATES OLYMPIC COMMITTEE, a federally chartered not-for-profit corporation (as used herein, “USOPC” or "USOC") and the CITY OF CHULA VISTA, a chartered municipal corporation ("CV").”

2. Section 1 to the Core Agreement is hereby amended and restated in its entirety as follows:

“1. **Term of Agreement.** The term of this Agreement shall commence as of the Transfer Date and shall terminate on December 31, 2024 (the “Term”) unless sooner terminated as provided in Section 14 hereof (it being expressly understood, however, that the provisions of Section 2(A) below shall be effective and apply prior to the commencement of the Term during the period from and after the Effective Date);

provided, however, that commencing no later than eighteen (18) months prior to the expiration of the Term, USOPC and CV shall meet and confer to negotiate on whether and on what terms the parties may extend the Term. The Term, as may be extended, shall sometimes be referred to herein as the "Term", the "Initial Term", or the "Term of this Agreement". Upon the expiration or earlier termination of this Agreement, the parties shall promptly execute, acknowledge and deliver such documentation as is necessary to remove from the Official Records of San Diego County that certain Memorandum of Core Agreement which was recorded on or about the Transfer Date."

3. Section 4 to the Core Agreement is hereby amended and restated in its entirety as follows:

“4. **USOC Use of CVTC; Modifications or Sale.**

“A. **Minimum Usage Commitment.** Throughout the Term of this Agreement (as may be extended), on the terms and conditions provided for herein, CV shall make available to USOPC, and USOPC shall use commercially reasonable efforts to make use of (herein, the "**Minimum Usage Commitment**") (either by directly arranging for such use or facilitating such arrangements by USOC's recognized National Governing Bodies, including Paralympic governing bodies historically referred to as High-Performance Management Organizations (collectively, "**NGBs**")) by "qualified" elite athletes, coaches and trainers (which for purposes hereof, shall mean any athletes, coaches and/or trainers that USOPC selects or identifies from time to time as "elite" in USOPC's discretion), the applicable amounts of "full access" described in **Exhibit C** attached hereto, the operations plan attached hereto as **Exhibit E** (the "Operations Plan"), and **Exhibit F** attached hereto to (i) the housing complex at the CVTC identified as "Athlete Housing" on the site plan attached hereto as **Exhibit A-2**, (ii) the CVTC "Core" facilities and services listed on **Exhibit B** attached hereto, and/or (iii) the corresponding "specialized" facilities and services necessary to support related sports disciplines listed on **Exhibit B** attached hereto. The following matters pertaining to USOC's Minimum Usage Commitment are set forth, in and shall be governed by, in **Exhibit C** attached hereto, the Operations Plan and **Exhibit F** attached hereto: (A) the process for reservation of beds; (B) the negotiated amount and definition of "full access" to beds, Facilities and services; (C) the definition of "qualified" elite athletes/trainers; (D) terms for USOPC assignment of such resident/access rights; (E) terms for USOPC acquisition of Facility usage above and beyond the Minimum Usage Commitment; and (F) a process for the reallocation by CV of unused facilities and services (which may include relief to USOPC against the Minimum Usage Commitment). USOPC shall, during the term, track and calculate USOPC's usage for purposes of determining as and when the Minimum Usage Commitment for each year during the Term has been exhausted and shall deliver to CV a quarterly written report showing USOPC's calculation of usage for the year in question and the amount of the Minimum Usage Commitment remaining, if any, for the year in question.

B. **[INTENTIONALLY OMITTED].**”

4. Section 5 to the Core Agreement is hereby amended and restated in its entirety as follows:

“5. **Consideration; Minimum Annual Payment.** In consideration of the granting by CV of the use of the CVTC by USOPC hereunder, USOPC shall pay to CV a minimum annual payment (the "Minimum Annual Payment") for each year of the Term as follows:

Agreement Year	Minimum Annual Payment
Year 1 (Jan 1 – Dec 31 2017)	\$3,000,000
Year 2 (Jan 1 – Dec 31 2018)	\$3,000,000
Year 3 (Jan 1 – Dec 31 2019)	\$3,000,000
Year 4 (Jan 1 – Dec 31 2020)	\$3,000,000
Year 5 (Jan 1 – Dec 31 2021)	\$3,000,000
Year 6 (Jan 1 – Dec 31 2022)	\$2,200,000
Year 7 (Jan 1 – Dec 31 2023)	\$1,750,000
Year 8 (Jan 1 – Dec 31 2024)	\$1,500,000

The Minimum Annual Payment shall be applied as a credit against the use by USOC of the CVTC at the rates and on the terms set forth on Exhibit F attached hereto (it being expressly acknowledged and agreed however that if the use by USOC of the CVTC pursuant to the rates set forth on Exhibit F attached hereto results in an exhaustion of the entire amount of the Minimum Annual Payment for the applicable year in question, USOC shall be permitted to continue to use the CVTC at the rates and on the terms set forth on Exhibit F attached hereto, and shall pay such rates to CV).

For Years 1 through 5, the Minimum Annual Payment shall be made from USOPC to CV in four (4) equal payments as follows (with the Minimum Annual Payment being prorated for any partial year): (1) On January 1 of each year of the Term - \$750,000 (for the period January 1 to March 31); (2) On April 1 of each year of the Term \$750,000 (for the period April 1 to June 30); (3) On July 1 of each year of the Term - \$750,000 (for the period July 1 to September 30); and (4) On October 1 of each year of the Term - \$750,000 (for the period of October 1 to December 31).

For Years 6 through 8, the Minimum Annual Payment shall be made as follows: USOPC shall make fifty percent (50%) of the Minimum Annual Payment directly to CV (the “USOPC Share”) and the remaining fifty percent (50%) of the Minimum Annual Payment shall be made to City by NGBs (“NGB Share”) that have (i) entered into an agreement with the USOPC to receive funding for use at CVTC and (ii) reserved CVTC Facilities in accordance with the Agreement. In each such agreement between USOPC and an NGB, USOPC shall require that the NGB use funding received thereunder solely for use at CVTC and that any funding not so used by the NGB by the end of the applicable calendar year will be returned to USOPC. Upon return of any such funding to USOPC, USOPC will either (a) immediately remit such funding to CV or (b) the Minimum Annual Payment amount will be increased in the subsequent calendar year in an amount equal to the returned funding. If any portion of the USOPC

Share or NGB Share, or both, are not paid at the expiration of the Term, or earlier termination of the Agreement, USOPC shall pay the unpaid balance of the USOPC Share or NGB Share, or both, to CV by no later than thirty (30) calendar days after such expiration or termination of the Agreement.

In Year 6, USOPC shall pay the USOPC Share to CV by no later than March 1, 2022. In Years 7 and 8, USOPC shall pay the USOPC Share to CV by no later than November 30 of the prior calendar year.

The user rates and types that the parties anticipate will make up the Minimum Annual Payments are described in Exhibit F attached hereto. USOPC and City agree to meet no less than twice (2x) per calendar year, once on or before March 1 and once on or before July 1, to ensure compliance with this section of the Agreement.”

5. Section 11 to the Core Agreement is hereby amended to add subsection B as follows:

“B. In order to facilitate additional engagement with NGBs, the City (via Operator) agrees to coordinate an initial orientation meeting with new NGB users of CVTC to ensure understanding of processes and needs at CVTC. Further, the Parties agree to conduct quarterly meetings with City, Operator, USOPC, and relevant NGBs, and appropriate athlete liaisons, coaches, administrators on site at CVTC to discuss CVTC operations. The Parties agree to appoint liaisons, as appropriate, from stakeholders to allow for supplemental engagement more frequently than the quarterly meetings.”
6. Exhibit E to the Core Agreement is hereby amended and restated with the Amended and Restated Exhibit E attached hereto and incorporated herein by this reference.
7. Exhibit F to the Core Agreement is hereby amended and restated with the Amended and Restated Exhibit F attached hereto and incorporated herein by this reference.
8. Exhibit I to the Core Agreement is hereby amended and restated with the Amended and Restated Exhibit I attached hereto and incorporated herein by this reference.
9. Except as expressly provided herein, all other terms and conditions of the Core Agreement, as previously amended, shall remain in full force and effect.
10. Each party represents that it has full right, power, and authority to execute this Second Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Second Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO SECOND
AMENDMENT
TO
CORE AGREEMENT**

USOPC

CITY OF CHULA VISTA

BY: _____
[ENTER NAME OF SIGNATORY]
[ENTER TITLE OF SIGNATORY]

BY: _____
[MARY CASILLAS SALAS]
[MAYOR]

[ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

**AMENDED AND RESTATED
EXHIBIT E**

OPERATIONS PLAN

The following Operations Plan applies to the ____ bed reservations and any additional USOPC usage of the Facilities and beds above the ____ bed reservations referenced in **EXHIBIT F**.

1. Definition of Full Access

- a. A user that has full access is equivalent to an On-Complex User referenced in Exhibit F.
- b. The ____ beds identified in **EXHIBIT F** under **Annual Guaranteed User Days** shall be considered full access users.
- c. Any additional USOPC On-Complex User reservations that are included in the Minimum Usage Commitment or are above the Minimum Usage Commitment will receive full access.

2. Access to Weight Room

- a. USOPC will include access to the Weight Room in the reservation requests.
- b. Weight room access will be granted based on the User Types in the reservation and the Rates set forth in **EXHIBIT F**.

3. Access to Track and Field Office

- a. Priority access to Track and Field Office access will be determined by the USOPC and provided to designated National Governing Bodies (NGB's) and their constituents.
- b. The USOPC will provide to CV a list of the USOPC designated NGB's on an annual basis, and the USOPC will notify CV if the list changes at any time throughout the year or the term of this Agreement.
- c. Non-USOPC designated individuals may access the Track and Field Office, provided that it is not reserved or fully occupied by the USOPC designated NGB's.

4. Access to High Altitude Dorm Rooms. If the high altitude dorm rooms are not reserved by the USOPC, CV may reallocate these rooms to third party users. As stated under Section 3B of this Agreement, CV will be responsible, at its sole cost and expense, for any damage caused as a result of any such third party usage of the High Altitude Dorm Rooms (and/or any of the altitude settings and controls).

5. Elite. The USOPC will determine which Individuals are elite athletes for its purposes. An elite athlete is one that the USOPC is willing to fund through its Minimum Usage Commitment or fund above the Minimum Usage Commitment. The elite athletes identified by the USOPC will align with the USOPC High Performance Planning/Resource Allocation Process.

6. **Reservation Process.** As to all Facilities, CV will provide the USOPC with first priority in reserving the Facilities hereunder for its Minimum Usage Commitment. With respect to all usage above the Minimum Usage Commitment, USOPC and CV shall have concurrent rights to booking.
- a. The rates for all USOPC usage, whether included in the Minimum Usage Commitment or above and beyond the Minimum Usage Commitment will be consistent with the User Types and Rates set forth under **Exhibit F.**
 - b. Requests for all USOPC usage during the first and second quarter of 2022 shall be submitted by USOPC to CV by September 1, 2021 and by January 1, 2022 for usage during the third and fourth quarters of 2022. Following 2022, requests for all USOPC usage shall be during the first and second quarter of each year shall be submitted by USOPC to CV by June 1 of the immediately preceding year, and by August 1 for usage during the third and fourth quarters of each year. USOPC will designate which resources are allocated to which programs when requests are submitted. The reservations will include the start and end dates of the program, program name, total number of Individuals, Individual user types, number of meals, venues, weight room needs, meetings rooms and other resources requested.
 - c. CV will confirm all USOPC reservations with the designated USOPC representative within thirty (30) days after the date of the request therefore. By confirming the reservation, the USOPC agrees to fund the reservation, and CV guarantees that the program will have the necessary facilities reserved for the specified number of users and on the specified dates.
 - d. CV is responsible for tracking the USOPC's actual program usage against the Minimum Usage Commitment. CV will provide to USOPC a monthly report of actual usage based on the month and year-to-date programming.
 - e. Prior to confirming the reservation CV will notify USOPC of any reservation or usage that will be above and beyond the Minimum Usage Commitment. CV will invoice the USOPC for such programs that go above the Minimum Usage Commitment following the conclusion of the program. Each invoice shall include number of users, type of user, number of days for each user, facilities used, number of meals, and any other relevant documentation to support the invoiced amount. USOPC shall make payment within thirty (30) days after the date of such invoice.
7. **Program Changes and Cancellations.** As to each Facilities reservation hereunder, USOPC may cancel the reservation and/or change the number of individuals in the reservation or the duration of the reservation at any time up to 30 days prior to the first day of the subject reservation. If a reservation is cancelled at least 90 days prior to the scheduled start date, the value of the reserved inventory will be fully credited back the USOPC for use during the same year. If a reservation is cancelled between 30 and 90 days prior to the scheduled start date, one-half of the value of the reserved inventory will be credited back to the USOPC for use during the same year. If a reservation is cancelled

less than 30 days prior to the scheduled start date, the USOPC will receive no credit therefor. Credits obtained by the USOPC pursuant to such cancellations, to the extent not used during the same calendar year, shall no longer apply.

8. **Reallocation by CV of Unused Facilities**. Subject to the provisions of sections 6 of this Operations Plan, after the USOPC's usage and reservation needs have been fulfilled in accordance with the above requirements, CV has the right to book unused Facilities to third party users.

**AMENDED AND RESTATED
EXHIBIT F**

MINIMUM USAGE COMMITMENT RATES AND NATURE OF INVENTORY

1. **General.** USOC's Minimum Annual Payment will include CVTC programming for the NGB/USOPC Training and Competition Needs. Programming includes, but is not limited to, resident and short-term programs, camps, events, facility-use programs, coaching programs, dining hall access, and training specials. For NGB/USOPC-requested users and programs, CV agrees that the Property and Facilities, including without limitation the sport and training venues, will be made available and accessible at the rates mentioned below and at appropriate times, including at least the availability normally accorded them by USOC at the time of execution of this Agreement. Any sharing of NGB/USOPC reserved Facilities (e.g., soccer fields, athletic track, throwing fields, etc.) with a non-USOPC program or user must be agreed upon by the NGB/USOPC before being permitted by CV.

2. **User Types and Rates.** The rates and user types below will apply to all CVTC programming requested by the USOPC or an NGB in connection herewith, and shall include the Annual Guaranteed User Days, as defined and set forth in Section 3 below. For the purposes of this Exhibit F, an "Individual" is an athlete, coach, or other program participant, and a "Day" is a twenty-four hour unit of time that begins and ends at 12:00 am.

	2021	2022	2023	2024
On-Complex User	\$105	\$108	\$112	\$115
Off-Complex w Meals User	\$55	\$58	\$60	\$62
Facility Use Only User	\$20	\$22	\$25	\$28
Meals	\$13	\$15	\$16	\$18

A. On-Complex User

a. This includes housing (bed, restroom and shared living space) in the CVTC dorms, unlimited access and meals in the dining room, access to designated training facilities/venues, and access to the Weight Room facilities. Dorm rooms can only be shared by athletes of the same gender, excluding coaches. Coaches and athletes may not be placed in the same room.

B. Off-Complex with Meals User

a. This includes unlimited access and meals in the dining room, access to training facilities/venues, and access to the Weight Room facilities.

C. Facility Use Only User

a. Includes access to a specified training facility or venue and access to Weight Room facilities.

D. Meals

- a. This includes any meal not included in 2A or 2B above.

To the extent that actual costs to CV materially exceed the rates set forth herein, the parties agree to meet and confer to address the possibility of an equitable adjustment of such rates. With respect to all usage above the Minimum Usage Commitment, USOPC and CV shall have concurrent rights to booking.

3. **Annual Guaranteed User Days**. USOPC will guarantee booking inventory from the CVEATC in exchange for all or a portion of the Minimum Annual Payment (collectively, the "**Annual Guaranteed User Days**"):

A. 40 beds for 365 Days, i.e., the equivalent of 14,600 On-Complex User Days.

B. The remainder of the Minimum Annual Payment may consist of a variation of the Individual user Days and types at the rates described above, as notified to CV by the USOPC in its discretion; provided, however, that CV shall have priority access to book the remaining On-Complex User Days above 40, provided that to the extent CV does not exercise such priority, said On-Complex User Days will be available to the USOPC at the per Day rate provided in section 2 above until the Minimum Annual Payment has been fulfilled. After the Minimum Annual Payment has been fulfilled by USOPC and/or NGBs through CVTC programming, the rates for said On-Complex User Days will be available to USOPC at a preferred rate to be negotiated by the parties.

4. **Sport Performance Services**. Services provided by USOPC using the Sport Performance Facilities, including but not limited to medical coverage, clinic access, and access to sports psychologists, dietitians, and physiologists, will be for USOPC Training and Competition Needs programs only. Access to these services and the Sport Performance Facilities will be only for USOPC Training and Competition Needs programs. USOPC may grant exceptions to this restriction via written notice, at its sole discretion pursuant to Section 3A of the Agreement.

**AMENDED AND RESTATED
EXHIBIT I**

Minimum Standards for Athlete Safety

[TO BE INSERTED]