

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO. 6718, ADDENDUM NO. 5

Joint Agreement for Maintenance of School Sports Fields for School and Community Use

City Budget Code: _____

This Amendment No. 1 (“**Amendment**”) to City Agreement No. 6718, Addendum No. 5, entitled Joint Agreement for Maintenance of School Sports Fields for School and Community Use (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and Napa Valley Unified School District is effective on the Effective Date identified on the signature page.

RECITALS

A. City and District entered into the Agreement, dated July 1, 2015 pursuant to which the City agreed to contribute \$130,000 to the District for the maintenance and improvement of District sports fields identified in Exhibit A of the Agreement for a period of one year ending on June 30, 2016.

B. Pursuant to Paragraph 9 of the Agreement, the City and District extended the term of the Agreement until June 30, 2017 by letter agreement dated June 17, 2016.

C. The parties desire to extend the term of the Agreement until June 30, 2019 to allow additional time to negotiate a long-term maintenance agreement.

NOW, THEREFORE, the City and the District, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. AMENDMENT.

2.1. Paragraph 2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“The City shall contribute an amount of \$130,000 to be remitted to the District for the period of July 1, 2017 to June 30, 2018 in one lump sum on or before June 30, 2018 and for the period of July 1, 2018 to June 30, 2019 in two payments (\$65,000 on or before October 31, 2018 and \$65,000 on or before March 31, 2019) to contribute toward the maintenance and improvement of District sports fields which are listed in attached Exhibit “A” and utilized by both students and community sports groups.”

2.2. Paragraph 8 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Notwithstanding the termination of the Master Agreement, this Agreement shall be in effect until June 30, 2019. During the term of this Agreement, the District will develop an analysis of total maintenance costs for the District’s sports fields. Prior to June 30, 2019, the parties will use the analysis to determine each parties’ fair share contribution towards the total maintenance costs and incorporate such fair share contributions into a long-term agreement between the parties.

3. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the subject matter herein. This Amendment supersedes all prior negotiations, agreements and understandings regarding the subject matter herein,

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whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

4. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of District and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

DISTRICT:
NAPA VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Mike Parness, City Manager

By: _____

ATTEST:

Dorothy Roberts, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney