

**Tulare County Agreement No. 25075
Amendment No. 1**

Tulare County Agreement Number 25075 is amended on _____,
between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and the
EARLIMART SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" with
reference to the following:

A. The COUNTY and DISTRICT entered into Agreement No. 25075 on June 21, 2011, for the purpose of developing, constructing, operating and maintaining a recreational facility to be known as the Earlimart Neighborhood Park built on property owned by the DISTRICT; and

B. The COUNTY and DISTRICT agree to amend Agreement No. 25075 to further clarify the roles and responsibilities regarding the development, construction, operation and maintenance of the recreational facility to be known as the Earlimart Neighborhood Park.

ACCORDINGLY, IT IS AGREED:

1. TERM section of Agreement No. 25075 is amended to read:

2. TERM: This Agreement will become effective contingent upon receipt of PROGRAM grant funds by the County from the STATE and will remain in full force and effect until thirty years thereafter or June 30, 2049. This Agreement may be renewed beyond the original thirty year term as required by the STATE at the end of the current term upon written agreement by both parties.

2. COUNTY AND DISTRICT RESPONSIBILITIES Sections (c), (h) and (j) of Agreement No. 25075 are amended to read:

5. c) To the extent that construction of any of the said recreational facilities is required to be put out to public bid, the laws and regulations applicable to a public works project of the COUNTY shall apply and the COUNTY shall be responsible for the preparation and issuance of bid documents incorporating the plans and specifications, the review of bids submitted, and the award of contract. All such bid documents, shall be reviewed and approved by the DISTRICT prior to being prepared in final form. As to facilities subject to this Agreement, the COUNTY shall also provide DISTRICT with the opportunity to review all bids submitted, and a contract may be awarded only with the concurrence of the DISTRICT. All contracts let for purchase of materials, equipment and supplies for this project shall be prepared by, and issued in the name of the COUNTY, provided that the DISTRICT shall have the opportunity to review and approve all such contractual documents prior to issuance of final versions. The COUNTY, as Grantee, retains the final right of review and approval of all policies pertaining to the project, as required by the State Department of Parks and Recreation. The COUNTY and

DISTRICT are charged by the State Department of Parks and Recreation to ensure the recreational facilities are constructed, maintained and kept open through the year 2049.

5. h). The DISTRICT grants the COUNTY permission to operate the recreational facility. The COUNTY delegates all functions of maintenance, and operation of the recreational facility to the DISTRICT. DISTRICT shall provide and shall be responsible for the entire cost of maintenance, ownership, and operation of the recreational facility. The DISTRICT may delegate these operating roles as deemed appropriate. At no time shall the COUNTY have any responsibility for the maintenance, ownership, or operation of the recreational facility. The COUNTY and DISTRICT are directed by the State Department of Parks and Recreation to ensure the recreational facilities are constructed, maintained and kept open through the year June 30, 2049. The COUNTY, as Grantee, retains the final right of review and approval of all policies pertaining to the project, as required by the State Department of Parks and Recreation.

5. j). The DISTRICT shall grant the COUNTY the authority to construct and develop the PROJECT site and permit the COUNTY, its contractors, or agents to access the PROPERTY for the purposes of this Agreement. The DISTRICT shall revoke this authority upon completion of the contract performance period (June 30, 2049) of this PROJECT.

3. BREACH OF AGREEMENT Section 2 of Agreement No. 25075 is amended to read:

22. BREACH OF AGREEMENT: In the event the DISTRICT breaches the terms of this Agreement or those terms set forth in the PROGRAM grant agreement with the STATE and the COUNTY incurs damages as a result of such breach, the DISTRICT shall be responsible for reimbursing the COUNTY and all costs of said damages. In the event the COUNTY breaches the terms of this Agreement or those terms set forth in the PROGRAM grant agreement with the STATE and the DISTRICT incurs damages as a result of such breach, the COUNTY shall be responsible for reimbursing the DISTRICT and all costs of said damages. The DISTRICT shall be responsible for ensuring the recreational facility is maintained and kept open and operating through the thirty (30) year contract performance period (June 30, 2049) as set forth in the PROGRAM grant agreement for this PROJECT. The COUNTY, as Grantee, retains the final right of review and approval of all policies pertaining to the project, as required by the State Department of Parks and Recreation.

Except as provided above, all other terms and conditions of Tulare County Agreement No. 25075 will remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: _____


COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors
"COUNTY"

ATTEST:
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

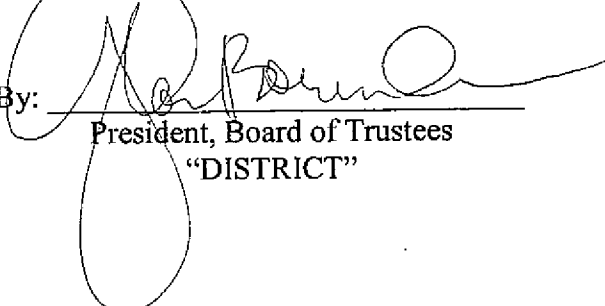
By: _____
Deputy Clerk

Approved as to Form:

By: 
County Counsel 2013546

Dated: 04/09/2013

EARLIMART SCHOOL DISTRICT

By: 
President, Board of Trustees
"DISTRICT"