

FIRST AMENDMENT TO THE JOINT SCHOOL/PARK USE AGREEMENT FOR THE MAINTENANCE, OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVER PARK SPECIFIC PLAN AREA

This First Amendment ("First Amendment") to the Agreement for the maintenance, operation and use of the school and park facilities in the River Park specific plan area ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of October, 2011, by and between the City of Oxnard, a municipal corporation ("CITY"), and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT, (CITY and DISTRICT are each a "Party" and are collectively the "Parties"). This First Amendment amends the Agreement entered into on September 27, 2005, by CITY and DISTRICT.

CITY and DISTRICT agree as follows:

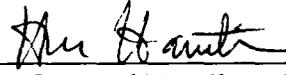
1. In Section 6 of the Agreement, the first sentence is amended to read "...until 5:30 p.m. on each and every day that school is in session" and the second sentence is amended to read "...the Gymnasium after 5:30 p.m. on school days," thus replacing "6:00 p.m." with "5:30 p.m."
2. In Section 7a of the Agreement, the last sentence is amended to read: "In such scheduling, DISTRICT will have exclusive use after the close of the school day until 5:30 p.m. at Rio Vista Middle School Gymnasium and Playfield and at 4:30 p.m. at the Del Mar Playfield, at which time the CITY shall have the exclusive right to program activities, unless CITY and DISTRICT otherwise agree."
3. Section 8a of the Agreement is deleted and replaced with the following: "CITY shall maintain and pay the cost of maintaining the Community Playfields (including all parking lots) and repairing all equipment and apparatus used at the Community Playfields, including replacement costs. CITY will be responsible for maintenance of the Gymnasium floor and outside restroom during the CITY'S use; maintenance shall include providing custodial and cleaning service, repair and replacement of all facility components necessary to support use of the facility as reasonably necessary, but not major repairs. CITY will continue to pay the DISTRICT fifty percent (50%) of all necessary repairs to the Gymnasium, inclusive of refinishing of floors. Maintenance of all facilities, including the Gymnasium shall be according to CITY maintenance standards, similar to what is currently utilized at Colonia Memorial Park Veterans Gymnasium. A copy of the current city maintenance standards for gymnasiums is attached hereto as Exhibit C."
4. In Section 21 of the Agreement, The Rio School District address is deleted and replaced with "2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036."
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD



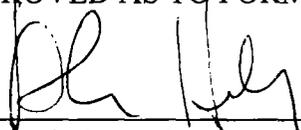
Edmund F. Sotelo, City Manager

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:



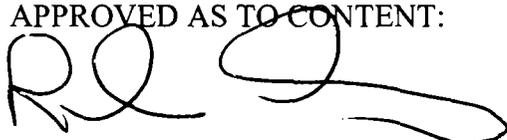
Dr. Howard Hamilton, Interim Superintendent

APPROVED AS TO FORM:



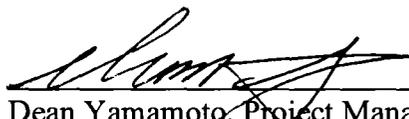
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:



Richard Arias, Project Manager

APPROVED AS TO CONTENT:



Dean Yamamoto, Project Manager