

INSURANCE NOT ON FILE
WORK MAY NOT PROCEED
CLERK OF COUNCIL

Please return an original
executed agreement to
our office (M-30/T11)

A-2018-001

DATE: JAN 19 2018

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND SANTA ANA UNIFIED SCHOOL DISTRICT REGARDING REIMBURSEMENT
OF CONSTRUCTION COSTS FOR ROOSEVELT-WALKER ELEMENTARY
SCHOOL INCORPORATING PROP. 84 GRANT AND CDBG REQUIREMENTS

THIS SECOND AMENDMENT to the above-referenced agreement is entered into on January 16, 2018 by and between the City of Santa Ana, a charter city and municipal corporation ("City") and the Santa Ana Unified School District, a public school district ("District").

RECITALS

- A. On March 18, 2013, the City entered into Reimbursement Agreement #A-2013-043 ("said Agreement") with the District regarding the reimbursement of design and construction costs for improvement of the multi-purpose sports and recreation facilities (the "Facilities") at Roosevelt-Walker Elementary School (the "Project") in an amount not to exceed \$4,930,000.
- B. The parties subsequently entered into a First Amendment to the Agreement (#A-2016-343) on December 6, 2016 to increase the funding for the Project and amend said Agreement to include the expenditure of CDBG funds in accordance with Title 24, Part 570 of Code of Federal Regulations (24 CFR 570.000), et seq., to pay for design and construction of the Project. Pursuant to the First Amendment, the City agreed to reimburse the District for preconstruction costs including design costs and constructions costs in an amount not to exceed \$7,517,509, \$2,089,261 in CDBG funds, \$223,248 in A&D District 2 available funds and \$275,000 in A&D District 3 available funds.
- C. In accordance with the terms and conditions of the Agreement, the parties wish to further amend the Agreement to increase funding from the City as to A&D Districts 2 and 3.

Now, therefore, in consideration of the mutual and respective promises, and subject to the terms and conditions of said Agreement, except those amended in the First Amendment to the Agreement, and except as herein modified, the parties agree as follows:

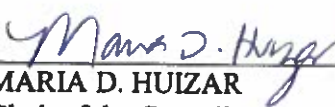
1. Section 2, subsection b, shall amend the A&D funds to add a total of \$400,000. \$277,420 will be added to the funds from the City for A&D District 2 for a total not to exceed amount of \$500,668. \$122,580 will be added to the A&D District 3 funds from the City for a total not to exceed amount of \$397,580. The total reimbursement amount shall be amended to reflect the \$400,000 increase for said Agreement not to exceed amount of \$7,917,509.00.

Except as hereinabove modified in this Second Amendment, the terms of said Agreement and First Amendment shall remain in full force and effect. In the event of any conflict between the terms of this Second Amendment and the terms of said Agreement and First Amendment, the terms of this Second Amendment shall control.

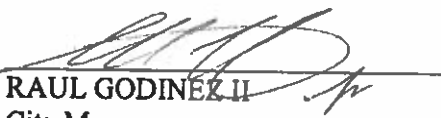
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA


MARIA D. HUIZAR
Clerk of the Council

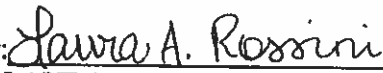


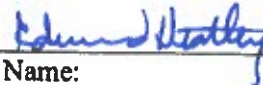

RAUL GODINEZ II
City Manager

APPROVED AS TO FORM

CITY OF SANTA ANA
SONIA R. CARVALHO
City Attorney


SANTA ANA UNIFIED SCHOOL DISTRICT:

By: 
LAURA A. ROSSINI
Senior Assistant City Attorney

By: 
Name:
Title:

RECOMMENDED FOR APPROVAL:

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GERARDO MOUET
Executive Director,
Parks, Recreation and Community Services Agency