

**REINSTATEMENT OF AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE CITY OF SUNNYVALE  
AND FREMONT UNION HIGH SCHOOL DISTRICT  
PERTAINING TO THE USE OF TENNIS COURTS AT FREMONT HIGH SCHOOL**

This Reinstatement of and First Amendment to the AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND FREMONT UNION HIGH SCHOOL DISTRICT PERTAINING TO THE USE OF TENNIS COURTS AT FREMONT HIGH SCHOOL (“Amendment”), entered into as of \_\_\_\_\_, 2025, the date of the last signature on the signature page, and retroactively effective to June 30, 2025 (“Effective Date”), is by and between the CITY OF SUNNYVALE (“CITY”), a California chartered municipal corporation (“CITY”), and the FREMONT UNION HIGH SCHOOL DISTRICT (“DISTRICT”), a Santa Clara County public school district (individually a “Party,” and, collectively, the “Parties”).

WHEREAS, the Parties entered into an agreement (“Agreement”), dated June 22, 2011, pertaining to the operation and maintenance of seven (7) lighted tennis courts (“Tennis Court”) located at Fremont High School in order to serve the general public of CITY and the students of DISTRICT; and

WHEREAS, the Parties have a mutual interest in extending the term of the Agreement; and

WHEREAS, the Parties required additional time to consider an amendment to the Agreement; and

WHEREAS, the Parties desire to amend and reinstate the Agreement, retroactively effective to June 30, 2025, and extending the term of the Agreement to June 30, 2035.

NOW, THEREFORE, CITY AND DISTRICT ENTER INTO THIS REINSTATEMENT AND FIRST AMENDMENT TO THE AGREEMENT.

1. The Agreement is hereby reinstated in its entirety and retroactively applied as of the Effective Date, except as amended herein below.
2. Section 1.D of the Agreement is hereby amended to read as follows:

D. Any adjustment in this use by either CITY or DISTRICT for summer school or special uses for tournaments, etc., will be agreed upon between the Director of Public Works for CITY (“Director”), or their designee or such other official as may be designated by CITY, and the Superintendent of DISTRICT (“Superintendent”), or designee.

3. Section 3.B of the Agreement is hereby amended to read as follows:

B. CITY shall provide at its sole cost and expense the following:

1. The cost of electricity for the Tennis Courts' lights will increase 4% annually over the term of this Agreement. Specifically, CITY will reimburse the DISTRICT annually in July of each fiscal year for the cost of electricity for such fiscal year according to the following amounts:

<u>FISCAL YEAR</u>	<u>ANNUAL COST</u>
2025/26	\$6,479
2026/27	\$6,738
2027/28	\$7,007
2028/29	\$7,288
2029/30	\$7,579
2030/31	\$7,882
2031/32	\$8,197
2032/33	\$8,525
2033/34	\$8,866
2034/35	\$9,221

2. Cost of the maintenance of the lights, fixtures and lighting equipment, including labor.

3. Lamp replacement and repair, including labor.

4. Sweeping and/or washing of the courts at times that the CITY deems necessary.

4. Section 13 of the Agreement is hereby amended to read as follows:

**SECTION 13. TERM OF AGREEMENT; TERMINATION.**

The term of this Agreement shall commence as of July 1, 2011 and shall remain in effect until June 30, 2035 ("Termination Date"), unless extended or sooner terminated pursuant to this section. The Parties to this Agreement recognize that, to be enforceable, this Agreement must be approved or ratified by DISTRICT'S governing board at a lawfully calendared meeting. CITY and DISTRICT may by mutual consent amend the terms of this Agreement.

At any time during the term of this Agreement, either party may terminate the Agreement at any time by giving at least six (6) months of prior written notice to the other party.

5. The terms not defined in this Amendment shall have the same meanings whenever used in the Agreement.
6. All other terms and conditions of the Agreement remain unchanged and are in effect.

IN WITNESS WHEREOF, CITY and DISTRICT have executed this Reinstatement and First Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

FREMONT UNION HIGH SCHOOL  
DISTRICT ("DISTRICT")

By: \_\_\_\_\_  
Tim Kirby  
City Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By: \_\_\_\_\_  
David Carnahan  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Susan Yoon  
Assistant City Attorney