

**AMENDMENT TO
FACILITY USE AGREEMENT BETWEEN
THE CITY OF VISALIA (CITY) AND
KAWEAH LITTLE LEAGUE SOFTBALL,
D.B.A SEQUOIA SOFTBALL (SEQUOIA)
Riverway Sports Park Softball Complex**

THIS AMENDMENT made and entered into as of the ____ of _____ 2025, by and between the CITY OF VISALIA, a Municipal Corporation, hereinafter referred to as “CITY” and KAWEAH LITTLE LEAGUE SOFTBALL D.B.A SEQUOIA SOFTBALL, hereinafter referred to as “SEQUOIA”;

WITNESSETH:

WHEREAS, CITY and SEQUOIA entered into an agreement, attached hereto as Exhibit “A” and incorporated by reference herein, on March 13, 2024, in which City granted SEQUOIA a right to use Riverway Sports Park Softball Complex, hereinafter referred to as “AGREEMENT”.

WHEREAS, CITY and SEQUOIA both desire to amend the original and existing AGREEMENT for additional use of Riverway Sports Park Softball Complex.

WHEREAS, except as expressly indicated below, all terms and provisions of the original and existing AGREEMENT shall remain in full force and effect; and

WHEREAS, page 9 Section 24 of the AGREEMENT, titled “Amendment” states: “This AGREEMENT may be amended at any time by mutual agreement of the parties in writing.”

WHEREAS, both parties have provided their written consent to this Amendment as evidenced by their respective signatures below.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth in the AGREEMENT, CITY and SEQUOIA do agree to the following Amendment:

1. TERM

The term of the LEASE AGREEMENT shall remain one (1) year, with four (4) one-year extensions, commencing on January 1, 2023 and ending on December 31, 2027.

2. ADDITIONAL USE

Fall season game use shall be from the third Saturday of August until the first Saturday of November. Fall priority right of use will be on Saturdays from 8:00 a.m. until 10:00 p.m.

3. FEES AND CHARGES

In exchange for the reduced facility use rates for Fall seasons, SEQUOIA shall contribute an additional \$500 per year towards facility improvements in accordance with Section 20 of the AGREEMENT.

3. GROUNDS MAINTENANCE

During the regular Fall game season, when the facility is used for multiple age groups, SEQUOIA shall be responsible to install homerun fence for their use with the CITY being responsible to remove the fence for use of CITY programs.

IN -WITNESS WHEREOF, CITY and SEQUOIA have executed this Amendment as of the date first above written.

**KAWEAH LITTLE LEAGUE SOFTBAL
D.B.A SEQUOIA SOFTBALL**

CITY OF VISALIA

SEQUOIA Board President Date

Leslie Caviglia, City Manager Date

Risk Management Date

APPROVED AS TO FORM:

City Attorney Date