

SECOND AMENDMENT TO JOINT USE AGREEMENT  
BETWEEN THE CITY OF BURBANK  
AND THE BURBANK UNIFIED SCHOOL DISTRICT

This Second Amendment to the Joint Use Agreement (“Second Amendment”) is entered into on March 7, 2017 by and between the City of Burbank, a municipal corporation and charter city (“City”), and the Burbank Unified School District, a body corporate and politic of the State of California (“District”).

Recitals:

A. The City and District are authorized under the authority of California Government Code Section 6500 et seq. to provide any services jointly for which each may be individually responsible. Under such authority, the parties to the Agreement may designate any one of the parties as the agency to administer the program and exercise such powers as may be therein specified.

B. The City and District are authorized under California Education Code Section 10900 et seq. to promote and preserve the health and general welfare of the people of the State of California by providing adequate programs for community recreation. The City and District are further authorized to cooperate with each other and to that end enter into agreements with each other for the purpose of organizing, promoting and conducting programs of community recreation and education objectives for children and adults of the State.

C. It is in the public interest that the recreational and educational facilities of public agencies be put to the fullest possible use.

D. The City and District have been jointly using each other’s facilities since the early 1970s. On November 12, 2008, the parties clarified their relationships and restated all of the separate joint use agreements into one master document, (hereafter the “Joint Use Agreement”).

E. In the Joint Use Agreement, the parties identified certain shared costs, and restrictions as to the use of funds provided for specified shared costs. For example, Section 14 requires the District to deposit funds annually for the Burbank and Burroughs High School Athletic Field and Track replacement (referred to as the “District’s Capital Replacement Fund”). In 2008, it was anticipated that the new tracks may need replacement in 5-7 years, and the new fields may need replacement in 10-20 years. The District Capital Replacement Fund is intended to cover these replacement costs when needed.

F. Section 15 of the Joint Use Agreement originally restricted expenditures of a City annual payment to capital upkeep of the District’s joint use facilities, but excepted

and prohibited the use of those funds towards capital costs relating to the Burbank and Burroughs High School Athletic Field and Track project. In 2013, the parties executed the First Amendment to Joint Use Agreement Between the City of Burbank and the Burbank Unified School District (hereafter, the "First Amendment") to amend Section 15 by eliminating that prohibition and expanding the use of those funds to include certain bleacher power washing at Memorial Field (Burroughs). All other restrictions for these funds remained in effect.

G. Now the parties desire to further expand the use of the funds described in Section 15 of the Joint Use Agreement to authorize expenditures for capital upkeep of the City's joint use facilities. The parties intend to keep all other restrictions for these funds in effect.

The parties agree as follows:

1. Section 15 of the Joint Use Agreement is amended to read as follows:

15. CITY ANNUAL CAPITAL CONTRIBUTION.

City agrees to make a \$100,000 annual payment to the District for use by the parties for the general capital upkeep of District-owned and City-owned Shared Use Facilities. This money is intended to be used to renovate Shared Use Facilities only. The first payment shall be made at the Master Calendaring time (Section 6) beginning with July 1, 2009. Thereafter, the payment will be increased on an annual basis in accordance with the Consumer Price Index (CPI-U all Urban Consumers Los Angeles-Riverside-Orange County). During the Master Calendaring process set forth in Section 6 of the Agreement and prior to District's expenditure of the funds, the District shall meet with the City through the Joint Use Committee to mutually agree on how the parties intend to utilize funds in this account during the upcoming fiscal year. Should the City believe that the City's contribution into the account is being improperly utilized, it may initiate the dispute resolution procedures set forth in Sections 21 and 22. Without expanding the definition of the use of funds under this section, the parties agree that the funds paid for by City under this section may be used for power washing of the bleachers at Memorial Field (Burroughs), as needed, but not to exceed twice in any twelve month period.

2. Ratification of Joint Use Agreement. All other provisions of the Joint Use Agreement dated November 12, 2008 and First Amendment dated November 19, 2013 not inconsistent with this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the District and City have executed this Second Amendment as of the day and year first above written.

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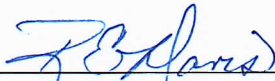
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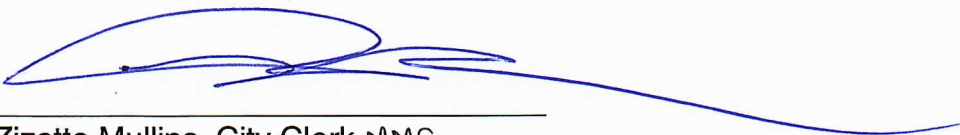
Dated: 3/16/17

“CITY”

City of Burbank, a municipal corporation  
and charter city

By:   
Ron Davis  
City Manager

Attest:

  
Zizette Mullins, City Clerk, MMC

Approved as to Form  
Office of the City Attorney

By:   
Lisa Kurihara, Deputy City Attorney

2017 MAR 22 AM 10: 51  
PURCHASING DIV.  
CITY OF BURBANK

“DISTRICT”

Dated: 3/7/17

Burbank Unified School District, a body  
corporate and politic of the State of  
California

By:   
Matt Hill  
Superintendent of Schools