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**JOINT USE AGREEMENT
BETWEEN THE CITY OF BURBANK
AND THE BURBANK UNIFIED SCHOOL DISTRICT**

This Joint Use Agreement ("Agreement") is entered into on ~~October~~ ^{November 12}, 2008 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"). This Agreement supersedes any existing agreements between the City and the District pertaining to joint use of facilities.

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. The parties formalized the use of each other's facilities through the execution of a Joint Use Agreement on September 27, 1988, which was later amended in 2001. Other separate agreements have been entered into in 1990, 1993 and 2001, pertaining to the Joaquin Miller Elementary School. Agreements have also been entered into pertaining to Providencia Elementary School.

E. The 2001 amendment to the Joint Use Agreement set forth, among other things, the parties' intent to explore the joint development of certain future projects, to identify the availability of the McCambridge and Verdugo Pools for Burbank High School and Burroughs High School water polo and swim teams, to refine the actual permitting process which authorizes the use of facilities when requested, and to explore the cooperative development of several joint athletic field projects.

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F. City and District further desire to jointly improve and use the John Burroughs High School track and field facility, stadium at Memorial Field (built in 1946), and restrooms. The project for Burroughs High School track and field facility, stadium and restrooms has not yet been submitted to the Department of State Architect ("DSA") for approval, and is referred to as the "Burroughs track/field Facility". Once approved by DSA and the Council, those plans shall be automatically incorporated herein by reference. The parties also desire to jointly use and improve the Burbank High School track and field and construct new restrooms which will be utilized as a public facility when school is not in session. The project for Burbank High School track and field and new restrooms is described in DSA plans for application # 11855, which at the execution of this Agreement, are substantially approved, and referred to as "Burbank track/field Facility". The DSA approved plans shall be automatically incorporated herein by reference. The parties intend to construct artificial turf football/soccer fields, synthetic tracks, additional lighting, field event facilities and restroom facilities at both high schools and to establish a joint use schedule for their operations and use. Further, the project contemplates replacing stadium seating, constructing storage facilities, concession facilities, and other site work at John Burroughs High School (collectively the "High School Projects").

G. On October 16, 2006, the City Council authorized the use of City funds in the amount of Twenty-Five Thousand Dollars (\$25,000) to create conceptual plans and to initiate community outreach efforts towards certain Jordan Middle School improvements: providing lighted athletic fields, replacing irrigation, drainage and turf at its fields, providing additional parking areas and public restroom facilities (the "Jordan Middle School Improvements"). The Jordan Middle School Improvements have been approved by DSA on April 16, 2008 and are incorporated herein by reference, and are referred to as "Jordan Middle School Field Facility".

H. A preliminary estimate of the Jordan Middle School Improvements was Two Million Dollars (\$2,000,000) in 2006. The estimate made the following cost assumptions: i) fields and irrigation (\$550,000); ii) parking lot (\$800,000); iii) restrooms for community use (\$300,000); iv) field event facilities; and v) related improvements (\$350,000). Lighting this field was rejected after the community expressed much concern and displeasure over that feature.

I. In 2006, the City desired to pay for those aforementioned Jordan Middle School Improvements up to Two Million Dollars (\$2,000,000). Plans and specifications were subsequently prepared for the Jordan Middle School Improvements and recently received Division of State Architect ["DSA"] approval. This approval with expire on July 1, 2009

J. In Fiscal Year 2005/06, the City Council funded Thirty-Five Thousand Dollars (\$35,000) to cause the evaluation of necessary improvements for the High School Projects. The preliminary estimate of the project cost for the High School Projects was approximately Fourteen Million, Two Hundred and Eight Thousand Dollars (\$14,208,000).

K. At a joint City/District meeting on January 31, 2007, the Council and the School Board agreed to proceed with the Jordan Middle School Improvements and the High School Projects as joint facilities and to appropriate necessary funds.

L. On February 15, 2007, District appropriated One Million Five Hundred Thousand Dollars (\$1,500,000) towards the High School Projects. Later, District added another One Million Dollar (\$1,000,000) contribution.

M. On April 17, 2007, City appropriated funds necessary to allocate Two Million Dollars (\$2,000,000) of Youth Endowment Services funds for the Jordan Middle School Improvements and Nine Million, Six Hundred and Fifty Thousand Dollars (\$9,650,000) for the High School Projects. Of the later amount, \$650,000 was a payment owed to District under the 1988 Joint Use Agreement.

N. In April, 2007, the parties entered into a Memorandum of Understanding, which among other things segregated certain funds and authorized the use of such funds for preconstruction related costs.

O. The parties subsequently learned that the estimated costs of the desired High School Projects had increased and met on July 15, 2008 to discuss additional funding options and the timing of all three projects.

P. On July 15, 2008, the City agreed to re-allocate Two Million Dollars (\$2,000,000) programmed for Jordan Middle School Improvements to the fund for the High School Projects, and to contribute an additional \$383,000, and the District agreed to fund an additional One Million Five Hundred Thousand Dollars (\$1,500,000). The parties intend to focus immediate efforts on the Burbank High School Project.

Q. City will use additional Youth Endowment Services Funds for the Jordan Middle School Improvements.

R. The parties find that the coordination and scheduling for the joint usage of existing and future facilities provide better utilization of school buildings, athletic facilities, parks, and other recreation areas, and avoids duplication of facilities.

S. It is the desire of the City and the District that the costs for use of facilities by the taxpayers of the District and the City be without financial profit to either the City or the District, and that such costs be consistent with the efficient administration of the affairs of the City and District.

Now, therefore, the parties hereby agree as follows:

1. TERM.

This Agreement is effective as of the date on which the latter of City and District approve and execute this Agreement and will continue for a period of fifty (50) years.

2. FACILITIES SUBJECT TO AGREEMENT.

The facilities that are the subject of this Agreement (collectively the "Shared Use Facilities") are all facilities owned by the City or the District with the exception of the following: 1) District Service Center; 2) interior spaces at the Off-Campus Learning Center (but the parking lot shall be shared); 3) Magnolia Park School; 4) Adult School; and 5) Horace Mann Children's Center. Shared Use Facilities used by the parties at the execution date have formed the basis of the City's annual user fee required, hereafter in Section 8. The existing use does not include the City's recent need to jointly use District's swimming pools which will be addressed in a future amendment to this Agreement.

3. CITY'S RIGHT TO USE DISTRICT'S FACILITIES.

The District agrees to grant to the City, upon application, the use of any Shared Use Facility and its related equipment owned by the School District, which the City may require in connection with the City organizing, promoting and conducting programs of community, recreation and education objectives, provided that the use of such facility or equipment for community recreation purposes shall not interfere with its use by the School District for public school purposes, or constitute a violation of provisions of the California Education Code or Title V of the Administrative Code of the State of California. City may allow third parties to use the facilities during City's use, subject to the District representative's approval. Other third parties may be approved at District's discretion.

The approved third party independent organizations shall each sign whatever indemnity agreement District desires and provides to City, and each entity shall agree to abide by the terms of this Agreement, including, but not limited to, obtaining permits and compensating the District for direct costs as defined. City further agrees to act as arbitrator between these groups when necessary to resolve access and use issues.

4. DISTRICT'S RIGHT TO USE CITY'S FACILITIES.

The City agrees to grant to the District, upon application, the use of any Shared Use Facility and its related equipment owned by the City which the District may require in connection with the District organizing, promoting and conducting programs of community recreation and education objectives, providing such use of the facility or equipment will not interfere with its use by the City in connection with its community recreation program or other City functions. The following is a list of some of City

facilities used by the District in the past, but future use by the District is not limited to these City facilities:

Burbank and Burroughs High Schools use of Starlight Bowl for graduation.
Burbank High School use of McCambridge Park for softball.
Burbank High School use of Schafer Field for baseball.
John Burroughs High School use of Izay Park for softball.

5. USE SUBJECT TO THE OWNERS' RULES AND REGULATIONS.

The use of facilities and equipment pursuant to this Agreement shall be granted subject to existing rules and regulations of the respective owners pertaining to the use thereof. All effort shall be made to ensure reasonable conformity in such rules and regulations between respective owners.

6. SCHEDULING EVENTS-MASTER CALENDAR.

Each party shall submit to the other a schedule of facility needs by July 1 of each year, covering a twelve (12) month period beginning the following August 1 (the "Master Calendar"). The parties reserve the right to change the Master Calendar for their own program needs. The parties agree to make a good faith effort to alter the Master Calendar as little as possible and to promptly notify the other of changes. The City Manager and the Superintendent of Schools may delegate the responsibility for establishing schedules for facilities use to the appropriate members of their respective staffs. Use of the High School Projects and Jordan Middle School Improvements shall be subject to, at a minimum One Hundred and Fifty (150) days per year at each of the three facilities. Exhibit A serves as an example of the anticipated shared use.

7. PERMITS.

Permits authorizing use of facilities to the requesting party shall be considered official and fall under the terms of this agreement only when signed by the Deputy Director/ Recreation Services, or its designee, representing the City or the Senior Director of Facilities, or its designee, representing the School District or its designated representatives. Each party to this Agreement shall provide the other party no later than July 1 of each year with the names of the authorized designated representatives (if any). In the event there are any provisions on the separate permits in conflict with this Agreement, this Agreement shall prevail.

8. ANNUAL USER FEE FROM CITY.

City agrees to pay to the District an annual user fee of \$283,000 ("City Annual User Fee") for all City's use of District owned Shared Use Facilities. The breakdown of this amount is identified in Exhibit B. The initial City Annual User Fee payment shall be made by July 1, 2009. Commencing with the 2010-11 fiscal year, certain fees as identified on Exhibit B will be increased on an annual basis in accordance with the

Consumer Price Index (CPI-U all Urban Consumers Los Angeles-Riverside-Orange County).

9. PAYMENT OF DIRECT COSTS.

This Agreement shall not preclude or have any effect upon the ability of the District to charge facility use fees to third party users where such fees are consistent with the law including the Civic Center Act, Education Code section 38131 et seq. Additionally, where use of a Shared Use Facility by either the District, the City, or a third party requires the owner to deploy custodial, maintenance, grounds, security personnel, or other District staff to the facility on a holiday or other time when such personnel are not normally assigned, the user shall pay the owner the direct costs of utilizing such personnel at the event.

10. PAYMENT TO DISTRICT IN EXCESS OF DIRECT COSTS.

This Agreement shall not restrict the ability of the District to charge third party users of District facilities an amount in excess of direct costs where the District has discretion to do so or is required to do so in accordance with the Civic Center Act, Education Code section 38131 et. seq.

11. GENERAL MAINTENANCE AND UTILITIES OBLIGATIONS.

Subject to the Special Maintenance Provisions set forth below, regular maintenance of a Shared Use Facility as a result of normal wear and tear shall be the obligation of the owner of the facility. Notwithstanding the forgoing provision, the City will maintain the community accessible restroom facilities (at each of the two high school projects and at Jordan Middle School facilities) from Friday at dusk to Sunday at dusk. However District will service the restrooms following school Friday evening football, soccer, or other school events.

District and City shall each perform all maintenance of their respective facilities so that the facilities are kept clean and safe. Maintenance shall include, but not be limited to custodial services, maintenance of any theft or vandal, graffiti removal, repair and replacement of lights, fixtures, and the wages and salaries for any employees, contractors or consultants used to maintain the facilities. Except as stated otherwise, District and City shall each pay for all necessary utilities associated with their respective facilities.

12. SPECIAL MAINTENANCE AND UTILITIES OBLIGATIONS AND ADDITIONAL MAINTENANCE COSTS.

A. The City agrees to be responsible for maintenance/repair of: the tennis court lights at John Burroughs High School and Burbank High School.

B. The City agrees to be responsible for maintenance/repair of the playground area at Joaquin Miller Elementary School. Custodial services for the restroom building located in Miller Park shall be the responsibility of the District during school hours, 7:30 a.m. to 3:00 p.m. on days school is in session, and the City during all other days and hours. The maintenance and repair of the restroom building shall be the responsibility of the District, however, the City shall reimburse the District for 50% of the costs associated with such maintenance and repair.

C. The City and District agree to equally share in the costs associated with the maintenance/repair/replacement of tennis nets at John Burroughs High School and Burbank High School and for the periodic resurfacing of the tennis courts at both high schools.

D. City agrees to pay total utility costs associated with lighted tennis court facilities at John Burroughs High School and Burbank High School, and field lighting at Providencia Elementary School.

13. FIVE YEAR REVIEWS.

The parties have established the City Annual User fee set forth in Section 8 and described in detail on Exhibit B, based on current utilization of each other's Shared Use Facilities. The parties desire to provide a mechanism to increase the City Annual User fee if the then current City Annual User fee no longer fairly compensates the District for the costs associated with the City's use of District Shared Use Facilities. To that end, every five (5) years at the time of establishing the Master Calendar, the parties shall determine whether an increase in the City Annual User Fee is justified. The determination shall be made following a review of all relevant factors including, but not limited to: 1) whether there has been an increase or decrease in City use of District Shared Use Facilities and/or District use of City Shared Use Facilities; 2) whether the agreed upon annual inflators adequately address the then current costs incurred by the District associated with the City's use of District Shared Use Facilities after taking into consideration the then current costs incurred by the City associated with the District's use of City Shared Use Facilities. If circumstances justify an increase in the City Annual User fee, the District may propose a reasonable increase in the fee. Should the City disagree, then the matter shall go through the Dispute Resolution Process as set forth in Section 21 then the Arbitration Process in Section 22.

14. TURF/TRACK REPLACEMENT FUND.

District shall further be responsible to replace the turf and tracks at Burbank and John Burroughs High Schools when needed, and to that end, it agrees to deposit money as set forth here, to be invested in a manner decided by District for the Burbank and Burroughs High School Athletic Field and Track replacement (hereafter the "District's Capital Replacement Fund"): a) Five Hundred Thousand Dollars (\$500,000) (which has already been deposited by District), and b) One Hundred Thousand Dollars (\$100,000) annually (District has deposited its annual payment for FY 2007-8 and 2008-9). It is

anticipated that the tracks may last 5-7 yrs, the fields 10-20 years. All interest generated by this fund shall remain part of this fund. The funds shall be used only to replace the tracks/fields. The parties shall meet to discuss how and when the District should replace the tracks and fields. An annual accounting of the balance of this fund shall be provided to City during the Master Calendaring process set forth in Section 6 of this Agreement

15. CITY ANNUAL CAPITAL CONTRIBUTION.

City agrees to make a \$100,000 annual payment to the District for use by District for the general capital upkeep of its joint use facilities except for the high school athletic fields and tracks included in the athletic fields renovation project. 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 indicate to City in writing how it intends 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.

16. REPAIR OF DAMAGE.

The party using Shared Use Facilities or equipment of the other pursuant to this Agreement shall repair, or cause to be repaired, or shall reimburse the owner for the cost of repairing damage done to said facilities or equipment caused by that party during the period of such use other than that attributed to ordinary and reasonable use. This section shall not apply to public vandalism or other criminal acts.

17. PERSONNEL TO BE ASSIGNED BY USER OF FACILITY.

The agency using Shared Use Facilities or equipment owned by the other, pursuant to this agreement, shall furnish qualified personnel deemed necessary by the respective owners for the proper conduct and supervision of the activity.

18. CONSTRUCTION OF THE HIGH SCHOOL PROJECTS AND JORDAN MIDDLE SCHOOL IMPROVEMENTS.

A. Intention of Parties. This section is intended to apply to the pre- and actual construction process and funding of the High School Projects and Jordan Middle School field projects described herein. It is intended to revise and restate the Memorandum of Understanding as to the funding obligations of each party, as well as each party's role in the construction process.

B. Reconciliation of Existing Accounts. The parties have, under the April 2007 Memorandum of Understanding, already established the following accounts or subaccounts:

1) Joint Account for the High School preconstruction funds. Each party has deposited One Million Five Hundred Thousand Dollars (\$1,500,000) into a joint account specifically for agreed upon preconstruction related activities and costs for the High School Projects.

2) Account for City's funds for the High School Projects in excess of the One Million Five Hundred Thousand Dollars (\$1,500,000). The funds in this account will eventually be transferred to the joint account identified above and be used as the Construction Account for the High School Projects.

3) Account for the Jordan Middle School Improvements. This account will be funded solely by City up to Two Million Dollars (\$2,000,000).

Any interest accrued in such accounts will remain part of that account. These accounts have been established in a private bank and will be deposited in a holding account in accordance with Section 18.D, below.

C. Funding of Joint Account for Costs of Construction for High School Projects and Jordan Middle School Improvements. City has agreed to fund \$12,033,000 towards the High School Projects and \$2,000,000 for the Jordan Middle School project (the "City Capital Costs"). The City's Capital Costs shall be used for the payment of all costs and expenses relating to the construction of the respective projects, including, but not be limited to, a District's architectural fees, engineering fees, construction management fees (for the High School Projects only), testing, plan check, connection fees, inspection, bidding and advertising, site and building construction costs, and use of land cost. These capital costs, as stated in Exhibit C, attached hereto, shall collectively constitute the City's capital costs participation with the District (hereafter the "City's Capital Cost Participation"). Pursuant to Section 15 City agrees to pay \$100,000 annually for replacement costs of the Shared Use Facilities (other than the High School Projects), and shall disburse that capital amount in accordance with Section 15. The City's \$12,033,000 is calculated as: \$9,000,000 (previously committed) plus \$2,000,000 which is re-allocated from the Jordan Middle School project, plus \$650,000 payment which would have gone to District as the Joint Use payment through the 2006-2007 fiscal year, and \$338,000 which is the joint use payment to the District for fiscal year 2007-2008.

District has agreed to contribute \$4,000,000 towards all costs associated with the High School Projects plus \$100,000 in grant proceeds. District further agrees to transfer all High School Project donations on hand to the High School Project Construction Fund. District agrees to deposit future donations as they may be accepted towards the High School Projects (the District Capital Costs"). The District's Capital Costs shall be used to pay all costs associated with the High School Project, including, but not be limited to,

District's architectural fees, engineering fees, construction management fees, testing, plan check, connection fees, inspection, bidding and advertising, site and building construction costs, and use of land cost.

The City and District understand and intend that the City's Capital Cost Participation obligations constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness of the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. City's Capital Cost Participation due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for such purpose. To the fullest extent possible, annual ongoing capital replacement funds costs shall be made using revenues generated from park development impact fees. The District acknowledges that the City has not pledged the full faith and credit of the City to the City's Capital Cost Participation payments under this Agreement.

D. Holding Accounts for Burbank High School, Burroughs High School and Jordan Middle School. An account in the City's General Fund which shall be invested in the Local Agency Investment Fund ("LAIF") shall be set up to hold the City's Capital Costs Participation and the District's Capital Costs. Any set up costs and annual maintenance costs shall be shared by the parties 50/50, and the fees shall be paid out of the account. Interest shall accrue and be applied towards the rest of the project equally. Except as stated below, all disbursements from this fund shall require two signatures of each party one signature of an individual appointed by the City Manager and the District Superintendent, respectively (the two individuals comprise the Project Managers as further defined in Section 43); and an additional approval signature of the City Manager for the City, and the Superintendent for the District. The signatures shall act as consent to the use of the funds and to the cost of that approved service or activity.

City will also fund Jordan Middle School and the project will be split into two phases. As to preconstruction expenses related to Jordan only, City shall have all final determinations as to the use of this fund in its sole and absolute discretion until the parties have entered into any construction contract.

E. Bidding process. The District shall manage through the use of an outside construction manager in accordance with Section 18.J, the construction of the High School Projects and Jordan Middle School Improvements through completion, including environmental clearance, permitting, design, funding allocation, bid advertising, award of construction, and construction management. The District shall be responsible for entering into all contracts and change orders required for the construction of improvements subject to this section.

1) Approval by City Council of Project Prior to District Advertising.
Prior to the advertising or other solicitation of bids for the Burroughs High School

project, the City Council shall review the project described in the DSA (as hereafter defined) approved plans and specifications through a presentation by staff, (the "Documents"), and authorize District to proceed with its bidding and construction. In conjunction with the approval of this Agreement, Council has reviewed the DSA approved Jordan Middle School and Burbank High School plans and specifications, and authorized the District to proceed with its bidding and construction. This representation, when made, in no way constitutes a warranty by the City as to the quality or adequacy of any design or other document. Any substantial changes to the approved Documents require the prior approval of the City Council except for changes required by the Division of the State Architect ("DSA"). The District shall provide the City Manager (who shall forward it to the Council) with a copy of any DSA approved change orders detailing any such changes.

2) Contract Requirements.

i) Prevailing Wages. The District shall ensure that the project is undertaken and completed in accordance with the contract documents, applicable federal, state and local laws and regulations. The Parties agree that this project is a "public work" within the meaning of California Labor Code Sections 1720 and 1771 and that contractors performing work on the project shall be required to pay prevailing wages.

ii) Change Orders. District and City shall cooperate in the accomplishment of the Projects and each party shall be required to consent to each change order once any one or more change orders result in the initial contract cost increasing by more than 10% over the initial project cost. After reaching this 10% cost increase threshold, each change order shall be approved by both the City and the District.

iii) Time of Construction Projects. It is the intent of the Parties that the High School Projects and the Jordan Middle School Improvement Project be constructed in time to be operational no later than 2011. The Jordan Middle School Improvement Project may be further broken down into two phases, with its second phase being the last project.

F. Construction Insurance. The District shall promptly take steps to protect the public from the risk of injury whether from the condition of the District's property or the District's activities in connection with the construction of the facilities. The District shall obtain and maintain, or require the contractor and all subcontractors for the projects to purchase and maintain the following insurance for claims which may result from the operations under this Agreement, any contractor, subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Worker's Compensation Insurance. The Contractor shall furnish satisfactory evidence that it has secured in the manner required by law the payment of

Worker's Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Contract. The Contractor shall require each and every Subcontractor to secure similar Worker's Compensation Insurance unless already covered by the Contractor.

2) Public Liability and Property Damage. During the life of the contract, District's contractor ("Contractor") and/or District shall secure, pay for and maintain Public Liability and Property Damage Insurance protecting the Contractor and District from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, its operations or performance under the contracts, whether such operations by the Contractor or by a subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify, defend and save harmless the City, its officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the work to be performed under said contract. The amount of such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence.

3) Endorsements. The following endorsements are required to be placed on a Separate Endorsement to the policy furnished:

i) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insured's ("additional insured's") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

ii) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insured's.

iii) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

iv) With respect to the additional insured's, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Purchasing Division, 301 E. Olive Ave., Burbank, CA 91502.

4) Automobile Insurance. Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.

G. Construction Indemnification. District shall enter into the necessary construction contracts and shall, wherever possible, cause any contractor's indemnifications to extend to the City. The following language is suggested for the contracts. This section shall survive the termination of this Agreement, irrespective of the reason for its termination:

To the maximum extent allowed by law, the City, its officers, employees and/or agents shall not be answerable or accountable in any manner for any loss or damage that may occur to the work or any part thereof, or for any of the materials or other things used or employed in performing the work or for injury or damage to any person or persons, either workmen, employees of the Contractor or its Subcontractors and their Sub-Subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of, or in connection with, the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of, or in connection with, the performance of the work, except for negligence or willful misconduct of the City, or of its agents, servants, or independent contractors.

The Contractor will defend and indemnify the City, its officers, employees and agents against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of the Contractor, its agents, employees, Subcontractors, Sub-Subcontractors, or invitees, provided for herein, (but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the negligence or willful misconduct of the City, its Council, agents, servants or independent contractors who are directly responsible to the City) and in connection therewith:

1) The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

2) The Contractor will promptly pay any judgment rendered against the Contractor or the City, its officers, employees and agents covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder; and the Contractor agrees to save and hold the City, its officers, employees and agents harmless there from.

3) In the event the City is made a part of any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the City any and all costs and expenses incurred by the City in such action or proceeding together with reasonable attorneys' fees.

Money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the District and City may be retained by the District until disposition has been made of such actions or claims for damages as aforesaid.

H. Bonds. The Construction Documents shall include a faithful performance bond and a labor and material bonds.

I. Bids which Exceed Approved Budgets. In the event the bids for construction of either High School Project exceeds the engineer's estimates for each respective high school project, by more than 10%, the Parties designated representatives shall meet immediately and continuously, in coordination with the District's Architect, to make Value Engineering decisions regarding the two high school projects. The District and City shall meet and confer to reach agreement regarding any decisions related to those projects, as that term is hereafter defined. If the parties are unable to identify and approve Value Engineering proposals for the high school project within 10% of the respective budget, then the matter shall be referred to the Oversight Committee, and the respective elected Officials.

J. Construction Manager. As to the High School Projects, District shall hire a Construction Manager, who shall hold regular meetings with District, of which City shall be notified, and City may attend at its option. The Construction Manager shall be approved by the Oversight Committee.

K. City Observation During Construction. City shall have the right to have its designated representatives enter upon the District's property, attend any scheduled construction meetings, and conduct observations during the construction of the facilities. Any concerns shall be directed to the District's representative. At no time shall any City representative direct the work of any contractor. In the event that a conflict arises regarding the construction of any of the facilities which is not resolved by the Parties, that conflict shall be resolved by bringing it to the Oversight Committee.

19. GENERAL INDEMNIFICATION.

A. City Indemnification of District and Assumption of Risk.

City assumes all risks of injury or damage to its agents, employees and/or participants which occur during its use of any District facilities or premises pursuant to this Agreement. City assumes all liability for any injuries, damages, claims, demands, causes of actions that occur during the City's use of any of the District's facilities under this Agreement including liability created or otherwise related to an alleged dangerous condition of public property. To the maximum extent permitted by law, City agrees to hold harmless, defend, and indemnify District, its Board members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss, or damages regardless of fault or cause, by anyone whomsoever (except to the extent that such injury, death, loss, or damage was due to the negligent or willful acts or omissions of District, its Board members, agents, officers, employees and

representatives), whenever such injury, death, loss, damage, or claim is a consequence of, or arises out of, or is incidental to, the use by the City of District owned Shared Use Facilities. City's duty to indemnify District shall survive the expiration or other termination of this Agreement.

The obligation to defend the District shall occur upon the filing of any claim and shall not be dependent on the establishment of any negligence on the part of the City or District. City further acknowledges that prior to City's use of the facilities it will inspect all facilities and all premises that it intends to use to determine if those facilities are safe for the intended use.

B. District Indemnification of City and Assumption of Risk.

District assumes all risks of injury or damage to its agents, employees and/or participants which occur during its use of any City owned Shared Use facilities or premises pursuant to this Agreement. District assumes all liability for any injuries, damages, claims, demands, causes of actions that occur during the District's use of any of the City of Burbank's facilities under this Agreement including liability created or otherwise related to an alleged dangerous condition of public property. To the maximum extent permitted by law, District agrees to hold harmless, defend, and indemnify the City, its council members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss, or damages regardless of fault or cause, by anyone whomsoever (except to the extent that such injury, death, loss, or damage was due to the negligent or willful acts or omissions of City, its council members, agents, officers, employees and representatives), whenever such injury, death, loss, damage, or claim is a consequence of, or arises out of, or is incidental to, the use by the District of City owned Shared Use Facilities. District's duty to indemnify City shall survive the expiration or other termination of this Agreement.

The obligation to defend the City shall occur upon the filing of any claim and shall not be dependent on the establishment of any negligence on the part of the City or District. District further acknowledges that prior to District's use of the facilities it will inspect all facilities and all premises that it intends to use to determine if those facilities are safe for the intended use.

20. INSURANCE.

A. Each Party shall maintain for the term of this Agreement Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of the insured's operations, assumed liabilities or use of the Shared Use Facilities of the other, including a Broad Form Commercial General Liability endorsement covering the insuring provisions of this Agreement and the performance by the insured of the indemnity agreements set forth in Section 19 of this Agreement, written on the basis of occurrence, for limits of liability not less than:

Bodily Injury and Property Damage Liability	\$1,000,000 each occurrence \$1,000,000 annual aggregate
Personal Injury Liability	\$1,000,000 each occurrence \$1,000,000 annual aggregate 0% Insured's participation

B. All policies maintained by the City and the District respectively required by this Agreement will name the other party to this Agreement as an additional insured, entitling it to recover under such policies. All such policies maintained shall provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to the other party to this Agreement. All policies required above will be written as primary policies, not contributing with and not supplemental to the coverage that the other party to this Agreement may carry. Certificates of insurance, together with originals of the endorsements that name the other party to this Agreement as an additional insured, will be delivered to the other party within ten (10) days from the commencement of the term of this Agreement.

C. Such insurance shall be issued by an insurance company having a rating of not less than A- in A.M. Best's Insurance Guide or which is otherwise acceptable to City and District respectively and licensed to do business in the State of California. In lieu of insurance policies, each party agrees to accept self insurance certificates issued by the other or issued by a California joint powers authority formed to provide insurance to local public agencies that contains all of the insurance required in this Section 20.

D. City retains the right to request special event insurance from District prior to group use of Starlight Bowl, Wildwood Canyon, or any other hillside area. In such case, and when requested by City, District or City shall procure, at an agreed upon allocation of cost, insurance in a form and an amount satisfactory to the City Risk Manager, naming the City, its officers and employees as additional insureds in a separate additional insured endorsement also in a form satisfactory to the City Attorney. If the parties cannot agree on a reasonable allocation, then the matter shall go through the dispute resolution process as set forth in section 21, or find an alternative site for the event.

E. Every five years, during the review required by section 13, the parties shall review the insurance limits and each party reserves the right, applying generally accepted risk management principles, to change the amounts and types of insurance required hereunder. Any change will be effective ninety (90) days after such review. In the event there is a dispute, then the parties shall invoke the dispute resolution process of section 21.

21. DISPUTE RESOLUTION PROCESS.

In the event the Project Managers are unable to agree on a matter, then District's Superintendent and the City Manager shall meet or otherwise resolve the matter. Either

may elevate the decision first to the Oversight Committee, and if necessary to the District Board and the City Council.

22. ARBITRATION.

Any controversy, dispute or claim concerning the five year increases (as required by Section 13) shall be resolved at the request of any party ("Initiation") directed to the American Arbitration Association ("AAA") by a binding arbitration conducted by a single Arbitrator in Los Angeles County, California, in accordance with the Commercial Arbitration Rules ("CAR") of the AAA, except as modified by the terms of this Section. The arbitrator shall apply State of California substantive law to the matter(s) which are the subject of the arbitration. The arbitrator shall be limited to interpreting this Agreement in accordance with California substantive law. The arbitrator shall prepare and provide to the parties a written decision ("Decision") on all matter(s) which are the subject of the arbitration, including factual findings and the reasons which form the basis of the Decision of the arbitrator. The arbitrator shall not have the power to commit errors of law or legal reasoning and the award may be vacated or corrected pursuant to California law for any such error. The Decision shall have the effect and be enforceable in the manner provided by the California law. Each party shall pay one-half (1/2) of the fees of the arbitrator. The parties hereby agree that the Commercial Arbitration Rules ("CAR") are modified as follows:

A. If the parties have not agreed upon an Arbitrator within 60 days after Initiation of arbitration, then the AAA shall appoint a single neutral Arbitrator as soon thereafter as practical.

B. The parties shall be permitted discovery under the supervision and rules set by the Arbitrator; provided, however, that discovery shall be completed within 120 days of selection or appointment of the Arbitrator. The Arbitrator shall have power to impose such sanctions as the Arbitrator deems appropriate for failure of a party or counsel for a party to comply with discovery rules established by the Arbitrator.

C. A hearing before the Arbitrator shall be held no later than 180 days after Initiation of arbitration, unless a hearing is waived by the parties.

D. No later than 14 days from the date of closing of the arbitration hearing, or, if an oral hearing has been waived, from the date of transmitting final statements and proofs to the Arbitrator, the Arbitrator shall render a written Decision.

23. COOPERATION.

Each party shall cooperate with the other and shall assist the other in the performing the provisions of this Agreement. District gives City the right to enter its property as needed in furtherance of this Agreement.

24. TERMINATION BY EITHER PARTY.

If the bids of any of the joint use projects exceed the preliminary estimates following all efforts to reduce the bids pursuant to Section 18.I, hereof, or if funding is not provided by one of the parties in accordance with this agreement, either party may terminate that relevant part of this Agreement with ninety days notice, but only until the construction contract has been signed by the District for the applicable project.

25. AUDIT AND INSPECTION OF PROJECT.

District acknowledges and authorizes that City may conduct an audit at City's cost of District's operations, books, financial records, etc., related to the High School Projects and Jordan Middle School Improvement Projects, however, such audit shall occur no more frequently than once each six months. District shall keep such records for a period of five (5) years after the final disbursement under this Agreement. During a period of five (5) years after the final disbursement under this Agreement, and at any time upon a five (5) day advance notice, the District shall make available, during normal business hours, to representatives of the City for examination, audit and/or reproduction all of its records with respect to all matters covering its contracts and its operations and expenses. District will gather, identify and provide City, or City's authorized representatives, access to such records. Notwithstanding the foregoing, District shall not be required to disclose to the City the name or address of any of any person or entity contacted for a donation, or of a donor or other person who has made a pledge or contribution, and the District shall have the expressed right to delete such information from all books and records made available to the City for inspection or audit purposes hereunder.

In addition to its audit rights, the City may, at any reasonable time upon notice to, and concurrence of, the respective school principal and from time to time, enter upon the property used, or to be used, for the joint projects for the purpose of inspecting the grounds or structures for such purposes as may be necessary or proper for the reasonable protection of its interests as described in this Agreement. Such inspection rights, whether exercised or not, shall create no right or obligation on the part of the City to comment, direct, or influence the design, construction or use of the project other than such rights as expressly provided herein.

26. NO THIRD PARTY RIGHTS.

Nothing in this agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this grant on any persons other than the parties hereto and their respective successors, nor is anything in this grant intended to relieve or discharge the obligations or liability of any third persons to any party to this agreement, nor shall any provision give any third persons any right or subrogation action over or against any party to this Agreement.

27. SEVERABILITY.

If any provision of this Agreement, or the application of such provision to any party or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such party or circumstance other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

28. GOVERNING LAW.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

29. COMPLIANCE WITH LAWS.

At all times, each party shall, in all activities undertaken pursuant to this Agreement, comply with all laws.

30. NONDISCRIMINATION.

Each party hereto covenants that there shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Shared Use Facilities, nor shall any party or any person claiming under or through such party, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of third parties involved in the Shared Use Facilities.

31. INCREASE IN MONETARY FIGURES BY CPI.

Unless otherwise provided, wherever an annual payment amount is provided for herein and when the Agreement specifically states that the amount shall be increased in an amount equal to the CPI, then that amount shall be increased annually on the first day of July 1 in proportion to any increases the Consumer Price Index for the Los Angeles area then being published by the U.S. Bureau of Labor Statistics, or the most closely related successor index. No decreases in any amount shall occur if the CPI decreases.

32. DEFAULT; CURE.

Should any party hereto commit a breach of this Agreement, and should said breach not be cured within thirty (30) days after written notice from a non-breaching party, or such longer period if the breach cannot reasonably be cured within said thirty (30) day period despite continuous and diligent efforts by the defaulting party to so cure, the non-defaulting party may pursue any remedy available for said breach. In no event shall any party be liable for consequential, punitive, or special damages

33. NO PARTNERSHIP.

Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture or fiduciary relationship between the parties to this Agreement or between any party and any third party, or cause any of the parties hereto to be responsible in any manner for the debts or obligations of any other, or any third party.

34. NO ASSIGNMENT.

This Agreement, nor any party of it nor any right or obligation arising from it shall be assigned without the express written consent of the parties, and such consent may be withheld in its sole and absolute discretion.

35. WAIVER.

No failure on the part of the City or District to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by a party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

36. BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

37. FURTHER ASSURANCES.

The Parties agree when requested to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement, subject to the approval of the City Manager and the City Attorney.

38. DANGEROUS CONDITIONS.

Either Party shall report any defects or dangerous conditions found at any of the Shared Use Facilities to the other Party immediately. In addition, immediate repair, replacement or protection of the property shall be made by the party who has exclusive or priority use of the area. In the case of a Shared Use area, the party discovering the dangerous condition shall secure the area and condition to avoid injury to persons and further damage to the Shared Use Facility, and make the necessary repairs.

39. CONSTRUCTION.

This Agreement has been negotiated by the parties and their respective legal counsel and will be fairly be interpreted in accordance with its terms and without strict construction in favor of or against any party.

40. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding of the Parties and shall supersede any and all other prior agreements, whether written or oral, regarding the subject hereof.

41. ACCEPTANCE AND SUITABILITY OF THE PREMISES.

The Parties acknowledge that neither Party nor any agent of either Party has made any representation or warranty with respect to the Shared Use Facilities or the suitability or fitness thereof for the conduct of the other Parties' use. The taking of possession or use of the Shared Use Facilities by the other Party for any purpose shall conclusively establish that the Shared Use Facilities were then in satisfactory condition.

42. INSPECTION PRIOR TO USE OF SHARED PREMISES.

Each Party hereby acknowledges and represents that whichever party uses the Shared Use Facilities has and will inspect the Shared Use Facilities prior to each use, and shall decide whether to use the Shared Use Facilities in its then present condition. If used by a party, then the Shared Use Facilities are to be used AS IS in the condition existing upon inspection. If the inspection concludes that the Shared Use Facilities is for any reason not safe or otherwise unsuitable for use by the party, then that party shall not use the Shared Use Facilities, but instead, shall notify the other party immediately. Each Party agrees to maintain the Shared Use Facilities in good and sanitary order and repair. Upon the expiration or termination of the use of the Shared Use Facilities, each party agrees to surrender the Shared Use Facilities in good and sanitary order, condition and repair; reasonable wear and tear excepted.

43. PROJECT MANAGERS AND OVERSIGHT COMMITTEE.

Each party has and shall continue to appoint one representative to be its Project Manager who shall have authority to sign checks on behalf of the joint efforts of that party (subject to an additional signature by either the City Manger or the District Superintendent, as the case may be), as well as providing the necessary consents and approvals for the parties required throughout the implementation of all of the projects. Wherever approvals and consents are required hereunder, the Project Managers shall be the representatives authorized to provide such consents and approvals, unless this Agreement specifically requires the City Council or Board of Education to provide consent or approval. Wherever reference to City and District meeting occurs, it shall mean the Project Managers. The City Manager has appointed the City's Project Manager and the District's Superintendent has appointed the District's Project Manager. All approvals and consent by the Project Managers shall further require the approval of the City Manager and the District Superintendent.

The City Manager and the District Superintendent have created an Oversight Committee to assist in the cooperative effort required herein, which has been meeting for over a year. The Committee consists of the following positions: City Manager, District Superintendent, two Board Members, two Council Members; two other interested individuals -- one appointed by the Council and one appointed by the Board. The Committee shall be convened as necessary to assist the City Manager and the District Superintendent in the administration of the joint projects.

44. APPROPRIATIONS.

The payment of any obligations of the City described in this Agreement is subject to the annual appropriation of funds for said payments by the City Council. This provision does not affect any obligation of the City for payment of funds attributable to a fiscal year for which an annual budget has been approved. If appropriations are not made, then this Agreement shall be renegotiated.

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

Dated: Nov 12, 2008

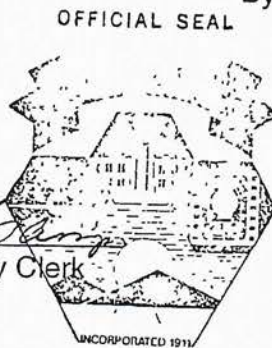
"CITY"

City of Burbank, a municipal corporation and charter city

By: Mary J. Alword
Mary J. Alword
City Manager

Attest:

Margarita Campos
Margarita Campos, CMC, City Clerk



Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

By: Mary F. Riley
Mary F. Riley, Sr. Asst. City Attorney

"DISTRICT"

Dated: November 6, 2008

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



By: Gregory Bowman
Superintendent of Schools

EXHIBIT A
(SAMPLES ONLY)

BURBANK HIGH SCHOOL USAGE OF AVAILABLE FIELDS

SEPTEMBER

All Sundays
All Saturdays
Monday - Thursday Open after 7:30 p.m.
Friday Open after school

OCTOBER

All Sundays
All Saturdays
Monday - Thursday Open after 7:30 p.m.
Friday Open after school

NOVEMBER

All Sundays
2 Saturdays Open all day and evening
2 Saturdays Open after 2:00 p.m.
Monday - Thursday Open after 7:30 p.m.
Friday Open after school

VIKINGS USE FIELDS MONDAY THROUGH FRIDAY FROM 6:30 - 8:30 P.M.
AND SATURDAYS FROM 6:30 A.M. - 10:00 P.M. (SEPTEMBER THROUGH
NOVEMBER)

DECEMBER

All Sundays
All Saturdays Except 4 hours for soccer
Monday - Friday
2 days per week Open after 7:00 p.m.

HOLIDAY WEEKS

Monday - Friday Open after 2:00 p.m.

JANUARY

All Sundays
All Saturdays Open after 2:00 p.m.
Monday - Friday
2 days per week Open after 7:00 p.m.

FEBRUARY

All Sundays
All Saturdays Open after 2:00 p.m.
Monday - Friday
2 days per week Open after 7:00 p.m.

MARCH - APRIL

All Sundays
All Saturdays Open after 2:00 p.m.
Thursday Open after 3:00 p.m.

SPRING BREAK

Monday - Friday Open after 12:00 p.m.

*THERE MAYBE MORE FIELD USAGE AVAILABLE SINCE IT IS ONLY THE TRACK TEAM USAGE DURING THESE MONTHS.

MAY

All Sundays
All Saturdays
Monday - Thursday Open after 7:30 p.m.

JUNE 8 - JULY

All Sundays
All Saturdays
Monday - Thursday Open except for 1-4 p.m.

AUGUST

First 2 weeks All fields open

JOHN BURROUGHS HIGH SCHOOL USAGE OF AVAILABLE FIELDS

<p>SEPTEMBER All Sundays All Saturdays</p>	<p>Open after 12:00 p.m.</p>
<p>OCTOBER All Sundays All Saturdays</p>	<p>Open after 12:00 p.m.</p>
<p>NOVEMBER All Sundays 2 Saturdays</p>	<p>Open after 12:00 p.m.</p>
<p>DECEMBER All Sundays All Saturdays Monday - Friday</p>	<p>Except 4 hours for soccer Open after 7:30 p.m. (after soccer games)</p>
<p>HOLIDAY WEEKS Monday - Friday</p>	<p>T.B.A. Soccer tournament games. Fields available after the tournament games.</p>
<p>JANUARY All Sundays All Saturdays Monday - Friday</p>	<p>Open after 12:00 p.m. Open after 7:00 p.m.</p>
<p>FEBRUARY All Sundays All Saturdays Monday - Friday (first 2 weeks) Monday - Friday (last 2 weeks)</p>	<p>Open after 12:00 p.m. Open after 7:00 p.m. Open after playoff games Open after 6:00 p.m.</p>
<p>MARCH - APRIL All Sundays All Saturdays Monday - Friday T.B.A. Track Meet (1)</p>	<p>Open after 12:00 p.m. Open after 6:00 p.m. Open after 12:00 p.m.</p>
<p>SPRING BREAK Monday - Friday</p>	<p>Open after 12:00 p.m.</p>

*THERE MAYBE MORE FIELD USAGE AVAILABLE SINCE IT IS ONLY THE TRACK TEAM USAGE DURING THESE MONTHS.

MAY 1 - 18

All Sundays

All Saturdays

Monday - Friday

Open after 7:00 p.m.

MAY 20 - JUNE 1

All Sundays

All Saturdays

Monday - Friday

Open after 12:00 p.m.

Open after 7:00 p.m.

JUNE

All Sundays

All Saturdays

Monday - Friday

Open until 1:00 p.m.

AUGUST

First 2 weeks

All fields open

SOME OF THESE OPEN TIMES MAY VARY DUE TO THE SPORT COMPETITIONS, BUT HOURS AVAILABLE FOR OPEN USAGE WILL BE APPROXIMATELY THE SAME.

EXHIBIT B

ANNUAL JOINT USE COSTS

EXISTING JOINT USE COSTS

Continue to pay for field maintenance technicians	\$124,000 ¹
Continue to pay for security staffing	22,000 ¹
Continue to pay for portable restroom facilities	11,000 ²
Continue to pay for permit processing	6,000 ¹
Continue to pay for utility related expenses	25,000 ²
	<hr/>
	\$188,000

NEW ADDITIONAL COSTS

Increase for field maintenance technicians	\$ 62,000 ¹
Additional security coverage	33,000 ¹
	<hr/>
TOTAL NEW ANNUAL COSTS	\$ 95,000

¹ Increases equal to CPI annual adjustment
² Increase 1% annually

EXHIBIT C

CAPITAL CONTRIBUTIONS

CITY OF BURBANK	BUSD	COMMUNITY FUND RAISING
\$9,000,000	\$2,500,000	\$300,000
\$383,000	\$650,000 (City funds owed to BUSD)	
\$2,000,000 (YES Funds)	\$1,500,000	
\$2,000,000 (YES Funds)	\$100,000 (Nike Grant)	
\$13,383,000 (does not include \$650,000)	\$4,750,000	\$300,000

ESTIMATED COSTS AS OF JUNE 2008

	TOTAL HIGH SCHOOL PROJECTS	JORDAN MIDDLE SCHOOL
Burroughs High School	\$11,918,195	
Burbank High School	4,093,229	
Jordan Middle School		\$1,953,496
Construction Mgmt for the two High School Projects	300,000	
TOTALS	\$16,311,424	\$1,953,496
TOTAL FOR ALL SCHOOLS:		\$18,264,920