

**AMENDMENT NO. 2 TO MASTER USE AGREEMENT
BETWEEN THE CITY OF MALIBU AND SANTA MONICA-MALIBU UNIFIED SCHOOL
DISTRICT REGARDING JOINT USE OF SCHOOL DISTRICT FACILITIES**

THIS AMENDMENT NO. 2 TO AGREEMENT (“Amendment 2”) is made and entered in the City of Malibu on June 24, 2019 by and between the CITY OF MALIBU, herein after referred to as City, and Santa Monica-Malibu Unified School District, hereinafter referred to as District.

The City and the District agree as follows:

RECITALS

- A. On July 13, 2013, the City entered into an Agreement with the District to use school facilities for recreational programs and community use during non-school hours (“Agreement”).
- B. On July 12, 2016, the City entered into Amendment No. 1 to the Agreement (“Amendment 1”) with the District to increase facility fees and extend the expiration date of the Agreement to June 30, 2019.
- C. The City and the District desire to amend the Agreement to extend the expiration date of the Agreement from June 30, 2019, as set forth in Amendment 1, to June 30, 2020 (“Term”).
- D. The City and the District desire to amend the Agreement related to facility use fees applied to City-sponsored programs and local youth sports organizations.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. The above recitals are true and correct and incorporated into Amendment 2 as essential terms.
- 2. All initially capitalized terms which are used in Amendment 2, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the Agreement and Amendment 1.
- 3. Section 1.1 is hereby amended to read as follows:
The “Basic Costs” of District’s operation of said facilities, building or portions thereof for the uses outlined in this Agreement, shall be the basis upon which an annual contribution shall be made by the City to the District for actual use of said facilities, buildings or portions thereof for the 2019-20 fiscal year; and that “Basic Rate” and “Direct Rate” indicated in Exhibit A (Facility Fee Schedule) shall be the basis for the Term. The “Basic Rate” will be applied for City youth and middle programs and Malibu youth sports organizations, and the “Direct Rate” will be applied for City-sponsored community use and adult programs. Any cost incurred related to City use of District facilities outside those costs identified in Exhibits A shall be subject to negotiation and mutual agreement by the two agencies.
- 4. Section 1.3 is hereby amended to read as follows:
The City shall provide, pay for and supervise the City sponsored or permitted educational, recreational or athletic programs at District facilities within the City of Malibu, including Malibu High School and the elementary schools located in the City. District and City will agree to a Facility Use Schedule (Exhibit A) prior to the issuance of any permit to use certain facilities. Once the District has allocated certain dates and hours to City use of facilities the City shall be responsible for programming or permitting of those facilities.
- 5. Section 1.13 is hereby amended to expire on June 30, 2020.
- 6. Section 2.2 is hereby amended to read as follows:
The term “facilities” may include school and recreation buildings (including restrooms, storage facilities and offices), multipurpose rooms, shade facilities (including both natural trees and artificial structures), drainage systems, auditoriums, gymnasiums, art rooms, kitchens, meeting rooms, computer rooms, athletic areas, playgrounds, parks, exercise paths,

playfields, school grounds, parking and utility facilities incidental to the forgoing, and other recreational areas presently operated or that may hereafter be operated by either Party, and any ancillary District facilities within the City, including those at Malibu High School and the elementary schools located in the City.

7. All terms and conditions of the Agreement and prior Amendment No. 1 not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, 2019 at Malibu, California, and effective as of July 1, 2019.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

CHRISTI HOGIN, City Attorney

SCHOOL DISTRICT REPRESENTATIVE:

By: DR. BEN DRATI
Title: Santa Monica-Malibu Unified School
District Superintendent