

FIRST AMENDMENT TO AGREEMENT
BETWEEN CITY OF FRESNO AND
FRESNO UNIFIED SCHOOL DISTRICT
RELATING TO THE JOINT USE OF DISTRICT ATHLETIC FACILITIES

This First Amendment between the City of Fresno and Fresno Unified School District Relating to the Joint Use of District Athletic Facilities (“First Amendment”) is entered into as of this ____ day of _____, 2016, between the City of Fresno, a municipal corporation (the “City”), and the Fresno Unified School District, a public school district (the “District”).

RECITALS

- A. The City and District entered into an Agreement Relating to the Joint Use of District High School Athletic Facilities on June 10, 2008 (the “Joint Use Agreement”).
- B. To partially address the need for open space and recreation facilities in the community, City and District wish to expand the scope of the Joint Use Agreement to include additional District sites.
- C. City and District mutually desire to enter into this First Amendment for the purpose of expanding access to District facilities and green space at various sites, in accordance with the terms of the Joint Use Agreement and this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and of the covenants, conditions and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree as follows:

- 1. The following language shall be struck from Recital B., and Exhibit B. shall be removed from the Agreement:

The “District High School Athletic Facilities” subject to this license are more particularly detailed on attached Exhibit B.

- 2. The following language shall be added to Section 1. Acknowledgement of Recitals and Definitions, under subsection a. Definitions:

5) The term “Facilities” shall include the Enhanced District Facilities, and the Recreational Facility Improvements as defined herein, as well as athletic facilities, grounds and green space at District sites as may be selected by District and City upon mutual written letter agreement of their respective authorized agents.

- 3. The first paragraph of Section 2. Grant of License, shall be struck and replaced with the following:

2. **Grant of License.** District, in consideration of the City’s contributions as set forth hereunder hereby grants City a no fee license (“License”) to use the Facilities. The License is limited to use of the Facilities for recreational purposes in conjunction with recreational

programs administered by the City, as further detailed below. The License shall continue for a term running through December 31, 2025. The License shall give the City a priority right to schedule use of the Facilities whenever the Facilities are not being used by the District for the Educational Programs and Related School Activities of the District and the use thereof by City will not interfere with use of the Facilities for any other purpose of the District, provided that District, City or Community use of the Facilities for youth activities/programs shall have priority over City's use of the Facilities for its adult activities/programs. At a minimum the City shall have such a priority right to schedule use of the Facilities as set forth in subsection a., below. Each party shall retain all revenues (including fees) resulting from its respective activities, consistent with controlling laws, rules and regulations.

4. Subsection a. of Section 2. Grant of License shall be struck and replaced with the following:

a. Priority of Use and Minimum Periods of City Priority Scheduling.

1) The priority of use for Facilities shall be as follows:

i. District Use activities and programs;

ii. City Use recreation programs and activities;

iii. Community Use by community groups and organizations whose use shall be scheduled through the District;

iv. General Public Use not scheduled and not a programmatic activity of the District or the City.

2) Minimum Periods of City Priority Scheduling shall be as follows:

i. Non Stadium Tracks & Adjacent Fields at High Schools excluding McLane and Sunnyside (School Year): Monday through Friday 6:00 p.m. to 10:00 p.m., Saturday/Sunday/Holidays 8:00 a.m. to 10:00 p.m.

ii. McLane and Sunnyside Stadiums (School Year): Monday through Wednesday 3:00 p.m. – 10:00 p.m. (football season); Monday through Friday 6 p.m. – 10:00 p.m. (track season); Saturday/Sunday/Holidays available most days.

iii. All High School Tracks/Fields/Stadiums (Summer): Monday through Friday 3:00 p.m. to 10:00 p.m.; Saturday/Sunday/Holidays 8:00 a.m. to 10:00 p.m.

iv. All Facilities not otherwise set forth above (Year Round): Saturday/Sunday 9:00 a.m. to 6:00 p.m. If a portion of a

Facility is committed to District Use, the remainder of the Facility shall be available for City/General Public use.

5. Except as expressly modified hereby, all terms of the Joint Use Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, as of the day and year first written above.

CITY OF FRESNO,
a California municipal corporation

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Bruce Rudd, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

APPROVED AS TO FORM:

By: _____
Katherine B. Doerr
Assistant City Attorney

By: _____

Name: _____

Title: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy