

**SECOND AMENDMENT EXTENDING THE MASTER AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MANHATTAN
BEACH UNIFIED SCHOOL DISTRICT FOR THE PROVISION, USE AND
MAINTENANCE OF EDUCATIONAL, RECREATIONAL AND
COMMUNITY FACILITIES AND PROGRAMS FOR ONE YEAR**

This Second Amendment ("Second Amendment") to that certain Master Agreement ("Agreement") by and between the City of Manhattan Beach ("City") and Manhattan Beach Unified School District ("School District") approved May 21, 2013 for the provision, use and maintenance of educational, recreational and community facilities and programs is entered into on June ____, 2017.

RECITALS

- A. The Manhattan Beach City Council approved the Agreement on May 21, 2013.
- B. On May 18, 2016, the City and School District entered into the First Amendment to extend the term of the Agreement for one year.
- C. The City and School District want to extend the term of the Agreement for another year to provide the parties ample opportunity to negotiate a longer term agreement.
- D. Additional District owned facilities have become available for the use of the City and the public.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

- 1. Section 2 (Term) of the Agreement is hereby amended to read:

"Section 2. Term of Agreement. The term of this Agreement is July 1, 2013 through June 30, 2018 ("Term"), unless otherwise terminated pursuant to Section 12."

- 2. Subsection C2 of **Section 5** (District Obligations to Make Available Facilities) is hereby amended by adding a new subsection c. to read:

"c) Meadows Field and Mira Costa Gymnasium. The District shall provide to City the use of the athletic field known as "Meadows Field" and the gymnasium located on the Mira Costa campus when available."

3. Subsection A of **Section 6** (City Obligations) is hereby amended to read:

"A. Payment for Use of District Facilities.

1. Annual Payment for Use of District Facilities: July 2013 - June 2017. During the period of July 1, 2013 through June 30, 2017, the City shall make an annual payment to the District of \$550,000 for City use of District Facilities. The annual payment shall be increased annually on the anniversary of July 1 for each year during the Term by an inflation factor percentage that will be calculated by taking the change in the Consumer Price Index for all Urban Consumers for the Los Angeles-Riverside-Orange County Metropolitan Area, or its successor ("CPI-U"), from May of the previous calendar year to May of the then current calendar year. In no event shall such increase exceed \$15,000 in any one year. The City shall pay such annual payment in four quarterly payments made on August 1, November 1, February 1, and May 1 of each year during the Term. The District shall submit a written invoice requesting payment at least 30 days prior to each quarterly payment date. The City may elect, in its sole discretion, to prepay one or more of the required quarterly payments. Upon receiving written notice from the District that the District has determined that, due to current financial limitations, a prepayment of one or more of the quarterly payments would be beneficial to avoid an adverse effect on the quality or level of facilities and programs provided by the District hereunder, the City shall consider the District's request to make such prepayment. Such notice shall describe the current financial limitations affecting the District.

2. Monthly Payment for Use of District Facilities: July 2017 - June 2018. Each month during the period from July 1, 2017 through June 30, 2018, the City shall make a monthly payment to the District of \$64,454.75. The City shall pay such amount within 30 days of receiving an invoice from the District."

4. The parties agree to meet monthly for the purpose of negotiating a longer term agreement.

5. Except as specifically amended by this Second Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Second Amendment as of the date first written above.

CITY OF MANHATTAN BEACH,
a municipal corporation

By: _____
David Lesser, Mayor

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow
City Attorney

MANHATTAN BEACH UNIFIED
SCHOOL DISTRICT, a public school district
duly organized under the laws of the State
of California

By: _____
Ellen Rosenberg
President of the Board of Trustees

APPROVED AS TO FORM:

District Counsel
Manhattan Beach Unified School District