

AUTHORIZED
BY
BOARD ACTION
Date 7/5/11 By VS

20659

FIRST AMENDMENT TO JOINT USE OF FACILITIES AGREEMENT

(CITY CONTRACT NO. 20659)

(Blair Field Parking Facilities)

THIS FIRST AMENDMENT TO JOINT USE OF FACILITIES AGREEMENT (CITY CONTRACT NO. 20659) ("Agreement") is entered into August 25, 2011, between the LONG BEACH UNIFIED SCHOOL DISTRICT, a California unified school district ("District"), and the CITY OF LONG BEACH ("City") (separately a "Party" and collectively the "Parties"), pursuant to a minute order adopted by the City Council of the City of Long Beach on August 23, 2011.

Recitals

A. District owns property typically referred to as "Blair Field Parking Lot," which is more particularly described in Exhibit "A" attached and incorporated by reference ("Parking Facilities").

B. City owns property typically referred to as "Blair Field," which is more particularly described in Exhibit "B" attached and incorporated by reference ("Blair Field").

C. On or about the date of this Agreement, City shall lease Blair Field to the Trustees of the California State University, which is the State of California acting in its higher educational capacity, on behalf of California State University, Long Beach ("University") pursuant to a Lease Agreement dated as of September 1, 2010 (the "Blair Field Lease").

D. The Blair Field Lease includes provisions granting City the right to use Blair Field for certain non-commercial uses for a specified number of days each calendar year during the term of the Blair Field Lease, including without limitation District high school baseball games.

E. District has or will enter into a separate agreement with University to allow University to use the Parking Facilities ("University Joint Use Facilities Agreement").

F. District and City have previously entered into a Joint Use of Facilities Agreement (City Contract No. 20659) dated as of March 31, 1989 (the "Agreement"),

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1 which granted City certain rights to use the Parking Facilities.

2 G. The Blair Field Lease and the University Joint Use Facilities Agreement
3 have rendered many of the provisions of the Agreement obsolete, and District and City
4 now wish to amend their respective rights and obligations under the Agreement pursuant
5 to this Amendment.

6 Agreement

7 Section 1. Suspension of the Agreement. In consideration of the fact that
8 University shall be the primary user of both Blair Field and the Parking Facilities for so
9 long as the Blair Field Lease is in effect, University and District entered into the University
10 Joint Use Facilities Agreement to govern use of the Parking Facilities by University and
11 third-parties acting with University's approval. City and District agree that City and
12 District's respective rights and obligations to each other shall be suspended beginning on
13 the date on which the University Joint Use Facilities Agreement and the Blair Field Lease
14 become effective and continuing thereafter until the University Joint Use Facilities
15 Agreement or the Blair Field Lease is terminated (regardless of the reason for such
16 termination), at which time the suspension of the effectiveness of the Agreement shall
17 automatically and immediately terminate, and the Agreement shall thereafter be in full
18 force and effect for the remainder of its term (if any term remains after reinstatement).
19 During the time that the University Joint Use Facilities Agreement is effective, City shall
20 use the Parking Facilities as a licensee of University, and shall comply with the terms and
21 conditions contained in the University Joint Use Facilities Agreement.

22 Section 2. Use of Blair Field. For so long as the Blair Field Lease remains
23 effective, City agrees to allow District use of Blair Field for up to twenty-six (26) high
24 school games annually on up to twenty-two (22) days (multiple games may occur on a
25 single day), with additional games and/or days provided at City's absolute discretion
26 ("District Field Use Days"). Prior to July 1st of each calendar year, District shall provide
27 to City a schedule showing all requested dates for District Field Use Days during the
28 succeeding year beginning August 1st, and City shall make a good faith effort to

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1 accommodate the requested dates in accordance with the Blair Field Lease. District and
2 City shall cooperate to promptly establish a mutually acceptable final schedule for the
3 upcoming year (the "Blair Field Schedule"). The Blair Field Schedule will designate the
4 days that District has exclusive use of Blair Field. District acknowledges that City's use of
5 Blair Field, in general, and designation of District Field Use Days, specifically, are subject
6 to the conditions of the Blair Field Lease, which conditions include approval of University
7 under certain circumstances. District shall not hold City liable hereunder for University's
8 disapproval of proposed uses of Blair Field and/or the Blair Field Schedule. District shall
9 be solely responsible for the provision of and costs associated with security during
10 District Field Use Days.


11 Section 3. Except as amended by this Amendment, the Agreement shall remain
12 in full force and effect.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 CITY OF LONG BEACH, a municipal
4 corporation

Assistant City Manager

By: 

Name: PATRICK H. WEST


Title: CITY MANAGER

5 9.30, 2011

6 EXECUTED PURSUANT
7 TO SECTION 301 OF
8 THE CITY CHARTER.

9 "City"

10 LONG BEACH UNIFIED SCHOOL
11 DISTRICT, a California unified school
12 district

By: 

Name: Barrick L. Bartlett

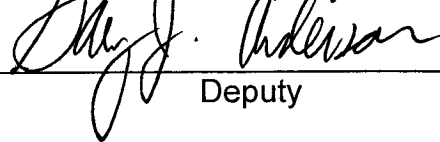
Title: Purchasing & Contracts Director

13 Sept. 6, 2011

14 "District"

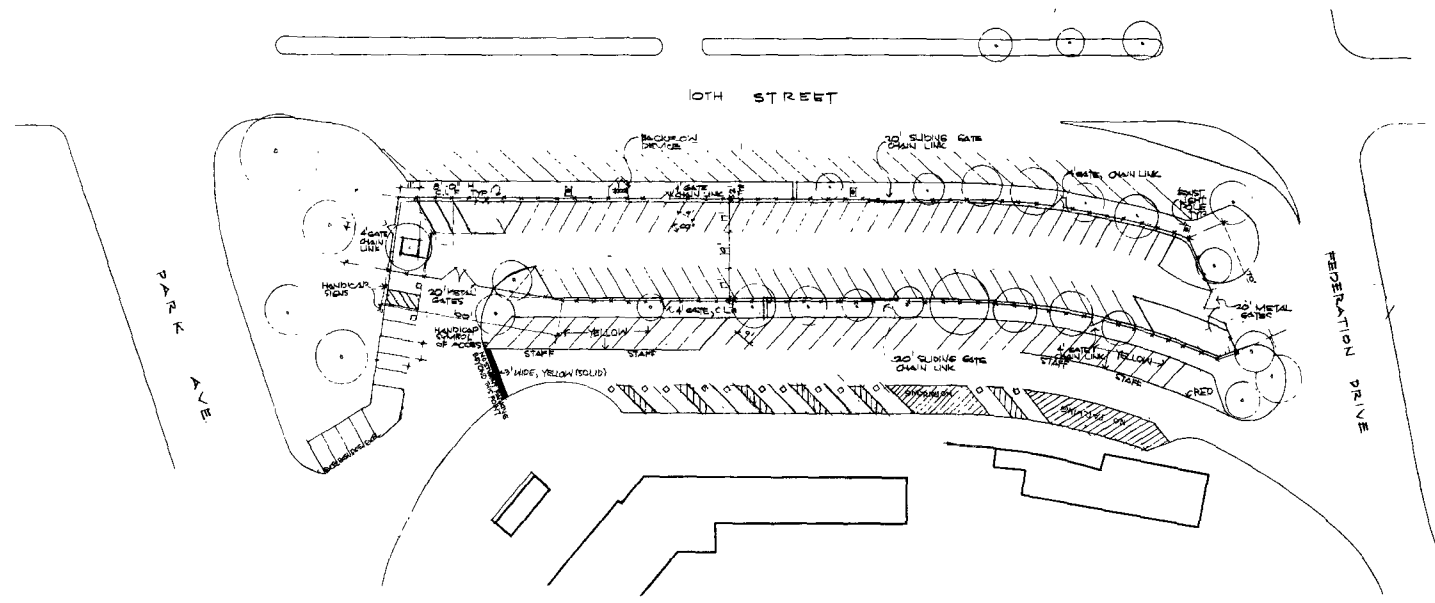
15 This Amendment is approved as to form on September 15, 2011.

16 ROBERT E. SHANNON, City Attorney

By: 
17 Deputy

18 OFFICE OF THE CITY ATTORNEY
19 ROBERT E. SHANNON, City Attorney
20 333 West Ocean Boulevard, 11th Floor
21 Long Beach, CA 90802-4664

EXHIBIT A: PARKING FACILITIES



NOTE:
ALL STRIPING TO BE 4" WIDE, WHITE UNLESS NOTED OTHERWISE.

LONG BEACH UNIFIED SCHOOL DIST.		
PROJECT: 17-10	APPROVED BY: CITY OF L.B.	DESIGNED BY: VV
DATE: 5-11-03	DATE: 08/07	DATE: 08/07
BLAIR FIELD PARKING LOT		DATE: 08/07

