

Amendment No. 2
Joint Facility Use Agreement
The Perris Union High School District and the City of Perris

This Amendment No. 2 (“Amendment”) is effective this 1st day of January of 2017, between the the Perris Union High School District (“District”) and the City of Perris (“City”).

Whereas, the District and the City entered into a Joint Facility Use Agreement dated October 15, 2014 (“Agreement”), for the planning, use, operation and/or maintenance of specified public facilities throughout the City of Perris.

Whereas, the District and the City entered into Amendment No. 1 effective September 13, 2016 to provide California Military Institute (“CMI”) the ability to utilize the Bob Glass Gymnasium for their athletic programs with no charge to the District or CMI, and the City to utilize the Perris High School Gymnasium for their youth sports programs with no charge to the City.

Whereas, with Amendment No. 1, if there were to be any cost to the District for the City use of Perris High School Gymnasium, the cost is borne by CMI.

Whereas, this Amendment No. 2 would allow for the City to also utilize the Pinacate Middle School Gymnasium.

Now, Therefore, the District and the City agree as follows:

1. The City shall have the ability to utilize the District's facility, Pinacate Middle School Gymnasium for their youth sports programs with no charge to the City.
2. Such use shall only occur during the regular operating hours of Pinacate Middle School, as determined solely by Pinacate Middle School and the District.
3. Should any use of the Pinacate Middle School Gymnasium occur outside of regular operating hours, the City shall pay all costs in accordance with the previously approved Agreement.
4. To the best of their abilities, in advance of each fiscal year, the District, Pinacate Middle School and the City shall establish a master schedule of facilities use with the dates and times for the use of the Bob Glass and Pinacate Middle School Gymnasiums.
5. Such use shall also be coordinated through the facilities use application processes at both the City and the District, including all required insurance and indemnification documentation.

6. Except as expressly modified by this Amendment, the terms of the Agreement shall remain in full force and effect.

This Amendment No. 2 is executed by the duly authorized representatives of the Perris Union High School District and the City of Perris as of the date first herein above written.

Perris Union High School District

Candace Reines, Assistant Superintendent of Business Services

Date

ATTEST:

“City”

CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney