

**SECOND AMENDMENT TO
JOINT-USE AGREEMENT
(Charles Sullivan Middle Site)**

THIS FIRST AMENDMENT is made this 22 day of January, 2020, by and between the Fairfield Suisun Unified School District, a California public school district located in the County of Solano, California ("District"), and the City of Fairfield, a California municipal corporation ("City of Fairfield" or "City"). District and City of Fairfield may be individually referred to herein as "Party" or collectively referred to herein as "Parties."

RECITALS

1. District and City entered into a Joint Use Agreement (Charles Sullivan Middle Site) ("Joint Use Agreement") dated as of May 7, 2013, for the joint use of the Charles Sullivan Middle Site for District and City services and programs pursuant to Education Code sections 17527 and 17538.
2. The City has continuously operated the listed City Programs and other functions pursuant to the terms and conditions included in the Joint Use Agreement.
3. District and City extended the Term of the Joint Use Agreement to June 30, 2020 with the First Amendment to the Joint Use Agreement, dated February 19, 2019.
4. District and City of Fairfield intend to amend the Joint Use Agreement a second time to mutually extend the Term and supplement or modify other provisions, subject to the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, District and City agree as follows:

AGREEMENT

1. Subsection 1.1 of Section 1 of the Joint Use Agreement captioned "Term" is amended as follows:

"1.1. The "Term" of this Agreement shall commence on October 1, 2019, and shall remain in effect until May 31, 2021, unless terminated earlier pursuant to Section 22 or Section 23 of this Agreement."
2. Subsection 1.2 of the Joint Use Agreement captioned "Term" is deleted in its entirety.
3. Section 7 of the Joint Use Agreement captioned "Improvements" is deleted in its entirety and replaced with the following:

"7. Improvements.

7.1 City shall not construct or cause to be constructed on the School Site or City Space any Improvements without prior written consent from District. Any improvement proposed by the City must be deemed by City as necessary to the operation of its Program.

7.2 Removal or Restoration of School Site and City Space. Unless otherwise agreed to by the Parties in writing, upon expiration or termination of this Agreement, City and any City Service Providers shall remove any then-existing modifications, physical alterations or improvements to City Space and return City Space to a substantially similar condition as it was at the time of execution of the Joint Use Agreement, ordinary wear and tear excepted. This provision shall not affect or otherwise alter City's obligations under the section herein this Agreement entitled "Surrender of the City Space," which shall remain in full force and effect."

4. Section 8 of the Joint Use Agreement captioned "Use Fee" is deleted in its entirety and replaced with the following:

"8. Use Fee. District shall charge City a monthly use fee of Six Thousand Six Hundred Sixty Dollars and Seventeen Cents (\$6,660.17) ("Use Fee") equivalent to \$.037 per square foot. The City Space is approximately 21.110 square

feet. City shall pay the Use Fee on the first day of each month of the Term. On the anniversary of the commencement date of the Term, and each year thereafter, the Use Fee will increase by three percent (3%).

5. Section 23 of the Joint Use Agreement captioned "Termination for Convenience" is deleted in its entirety and replaced with the following:

"23. Termination for Convenience. City or District may terminate this Agreement at any time, for any reason, by written notice of at least six (6) months in advance of the effective date of termination."

6. Exhibit "B" (City Space) of the Joint Use Agreement is deleted and replaced with Exhibit "B" attached hereto.
7. Exhibit "C" (City Programs) of the Joint Use Agreement is deleted and replaced with Exhibit "C" attached hereto.
8. Exhibit "E" (Operating Costs) of the Joint Use Agreement is deleted and replaced with Exhibit "E" attached hereto.
9. Miscellaneous. This First Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this First Amendment, all other terms and provisions of the Joint Use Agreement are in full force and effect. This First Amendment shall be governed and construed in accordance with the laws of the State of California.

ACCEPTED AND AGREED on the date indicated below:

Dated: January 22, 2020

Fairfield Suisun Unified School District

By: Michelle Henson
Print Name: Michelle Henson
Print Title: Assistant Superintendent
Business Services

Dated: _____, 2020

City of Fairfield

By: _____
Print Name: _____
Print Title: _____

Exhibit "B"

City Space

Section 1: Joint Use.

a) Use of the Multipurpose room and the Kitchen. District will provide reasonable notice to the City of any such use. No other space occupied or used by City personnel under the terms of this Agreement shall be used by another party without notification to the Fairfield Chief of Police or his or her designee.

b) Subdivision (a) notwithstanding, under no circumstances shall another party besides the City be permitted to use Rooms 18, 19, 20, 27 or other rooms containing law enforcement documents and CLETS-accessible terminals.

c) The regular operating hours of the City Programs are 3:00pm – 10:30 PM Monday - Friday. The use of any space identified by Section 2 of this Exhibit shall not interfere with the execution of the City Programs, during regular operating hours or otherwise.

Section 2: City Occupied Space and Uses

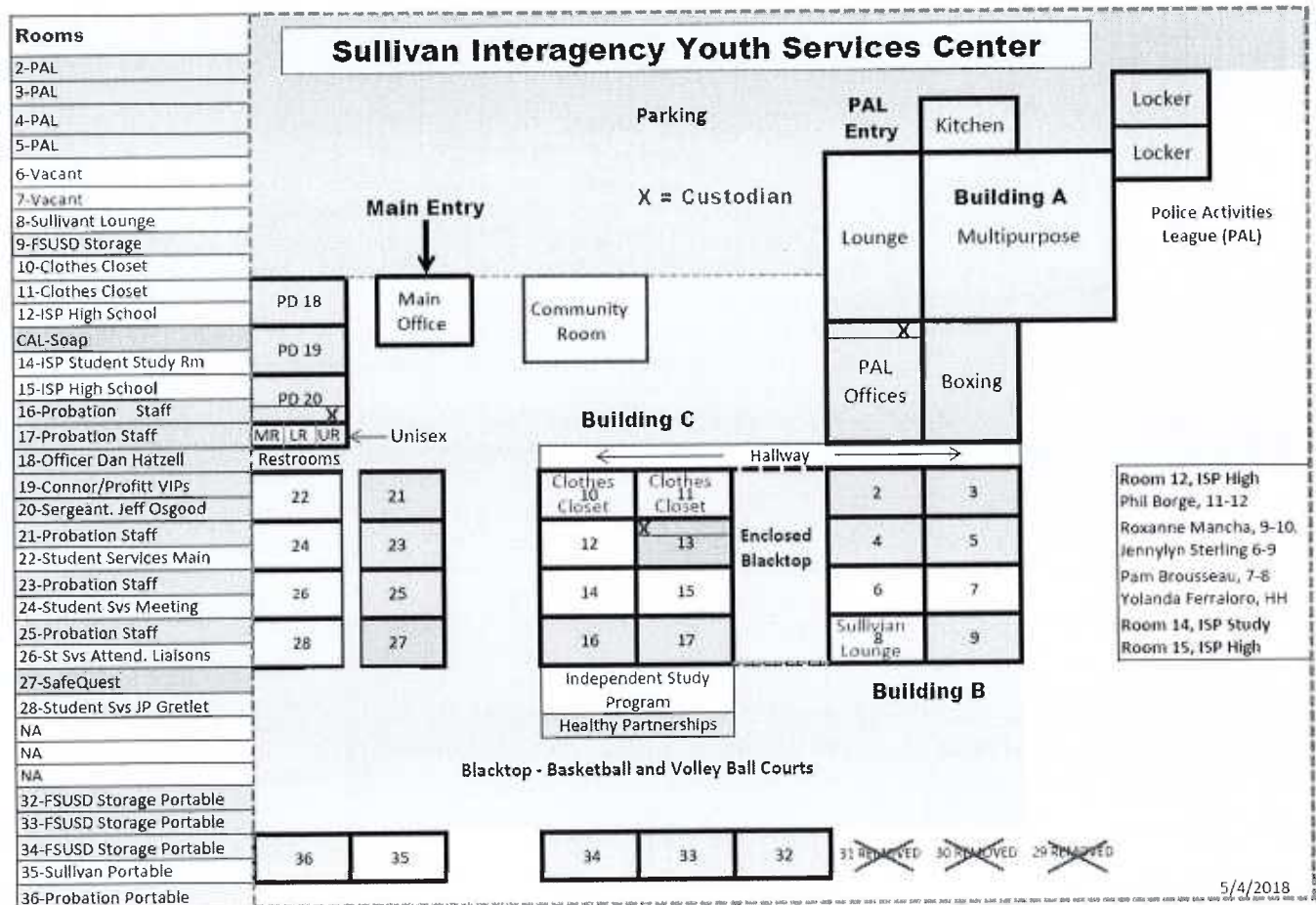


Exhibit "C"

City Programs

Fairfield Police Department Crime Prevention and Youth Services Units

- Volunteers in Police Service (VIPS)
- School Resource Officers (SROs)
- Crime Free Multi-Housing Project
- Police Explorers Program
- Parent Project
- Youth Diversion
- Homeless Intervention Team
- Hearing Officer
- Police Activities League
- Food Closet

Exhibit "E"

Estimated Operating Costs

Sullivan Youth Interagency - Expense Calculation and Rental Fees

Area	Sq. Ft.
Main Building - RED A-C	37,128
Building D	1,905
Building E	1,350
Building F	4,222
Building G	3,795
Building H	3,795
Building I	1,920
Building J	5,750
Total Area	59,873

Utilities Cost	Monthly Avg	Cost/Sq Ft	Rental Fees (\$/SF)	City Fees 2018 (\$/SF)
Electrical	\$ 5,450.50	\$ 0.091		
Water and Garbage	\$ 2,507.28	\$ 0.042		
Gas	\$ 603.57	\$ 0.010		
Alarm Monitoring	\$ 135.29	\$ 0.002		
Total Estimated Utilities	\$ 8,699.62	\$ 0.145	\$ 0.145	\$ 0.145
Maintenance Estimates				
General Maintenance	\$ 5,095.75	\$ 0.085		
Supplies	\$ 432.32	\$ 0.007		
Electric Maintenance	\$ 110.00	\$ 0.002		
Low Voltage Electronics	\$ 55.00	\$ 0.001		
HVAC	\$ 275.00	\$ 0.005		
Pest	\$ 110.00	\$ 0.002		
Vandalism	\$ 110.00	\$ 0.002		
Maintenance Subtotal	\$ 6,188.10	\$ 0.103	\$ 0.103	\$ 0.103
Custodial Supplies	\$ 323.67	\$ 0.005		
Custodial Cleaning	\$ 7,205.82	\$ 0.120		
Custodial Subtotal	\$ 7,530.49	\$ 0.126	\$ 0.126	\$ 0.126
		\$ 0.13		
Total Operating Costs/Month	\$ 22,418.21	\$ 0.374	\$ 0.374	\$ 0.317
Other costs estimates				
Insurance	\$ 2,615.35	\$ 0.044		
Supervisory/Overhead	\$ 4,429.62	\$ 0.074		
¹ Other Costs Subtotal	\$ 7,044.97	\$ 0.118	\$ -	\$ -
Reserve: Flooring Replacement	\$ 1,962.54	\$ 0.033		
Reserve: Roofing Replacement	\$ 5,412.93	\$ 0.090		
Reserve: Asphalt Replacement	\$ 2,617.05	\$ 0.044		
Reserve: HVAC Replacement	\$ 2,866.67	\$ 0.048		
Reserve: Painting	\$ 3,271.62	\$ 0.055		
² Reserves Subtotal	\$ 16,130.84	\$ 0.269	\$ 0.269	\$ 0.175
Total Other Site Costs	\$ 23,175.80	\$ 0.387	\$ 0.269	\$ -
Total Occupancy Costs	\$ 45,594.01	\$ 0.762	\$ 0.644	\$ 0.317
Current square footage use:	21,010.0	Adjusted Rental Fee:	\$ 13,527.22	\$ 6,660.17