THIRD AMENDMENT TO AGREEMENT BETWEEN CITY OF SUNNYVALE, CUPERTINO UNION SCHOOL DISTRICT, AND CUPERTINO SCHOOLS PUBLIC FACILITIES FINANCING CORPORATION OF MAY 16, 1989, PERTAINING TO MAINTENANCE AND IMPROVEMENT OF CERTAIN OPEN SPACE AREAS WITHIN CERTAIN SCHOOL SITES – AGREEMENT FOR SCHOOL DISTRICT USE OF PICNIC AREAS IN SUNNYVALE PARKS

THIS AMENDMENT is entered into on _____ , by the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and the CUPERTINO UNION SCHOOL DISTRICT ["DISTRICT"].

RECITALS

1. On May 16, 1989, CITY and DISTRICT entered an agreement pertaining to the maintenance and improvement for public recreational purposes of certain school sites within the City of Sunnyvale.

2. In consideration of the continuing beneficial relationship between CITY and DISTRICT, the DISTRICT has requested that it be permitted to use park picnic areas maintained by the CITY for the purpose of end-of-school-year celebrations at a cost reduced from that dictated by established CITY facility rental rates.

3. CITY desires to continue its relationship with DISTRICT and to continue to support DISTRICT in the services it provides to the Community.

NOW THEREFORE, the parties agree that the Agreement dated May 16, 1989, will be amended by the addition of the following addendum:

AGREEMENT FOR SCHOOL DISTRICT USE OF PICNIC AREAS IN SUNNYVALE PARKS:

1. Obligations of CITY

CITY shall provide the DISTRICT, at no cost, after CITY scheduled activities and consistent with CITY policy on facility use, the use of reserved park picnic areas in various CITY parks on weekdays for each class in each of the Cupertino Union School District Public Schools located in Sunnyvale, from May 15 – June 30 each year for the purpose of end of school year celebrations.

2. Obligations of DISTRICT

DISTRICT shall provide CITY by February 1 each year, a written request stating the specific dates and times picnic facilities are to be reserved for use by the District, in accordance to this agreement. DISTRICT shall provide written notice to CITY as early as possible of the release of any permitted picnic sites that will not be used by DISTRICT.

Any picnic facilities that are requested after the February 1 deadline will be subject to all regular facility reservation policies including rental fees, according to the facility rental rate schedule in effect at that time.

DISTRICT is specifically prohibited from re-permitting any picnic facility provided within this agreement to any other organization without first obtaining written approval from the CITY.

IN WITNESS WHEREOF, the parties have executed this Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

_____
City Clerk

By_____
City Manager

APPROVED AS TO FORM:

"DISTRICT"

_____
City Attorney

By_____
District Superintendent