

AMENDMENT TO JOINT USE AGREEMENT

PARTIES

This third Amendment to the Joint Use Agreement (“**Amendment**”) is entered into between **San José Unified School District** (“District”) and **YMCA of Silicon Valley**, California non-profit organization (“**Tenant**,” collectively the “**Parties**”).

RECITALS

WHEREAS, District and Tenant entered into a Joint Agreement for before and after school day care purposes for District students at **multiple elementary schools**, on or about June 30, 2022, for certain real property located at **Allen at Steinbeck School**: 820 Steinbeck Drive, San José, CA 95123, **Booksin Elementary School**: 1590 Dry Creek Road, San José, CA 95125, **Hacienda Elementary School**: 1290 Kimberly Drive, San José, CA 95118, **Reed Elementary School**: 1524 Jacob Avenue, San José, CA 95118, **Schallenberger Elementary School**: 1280 Koch Lane, San José, CA 95125, **Simonds Elementary School**: 6515 Grapevine Way, San José, CA (“School Site(s)”) (“Lease”); and;

WHEREAS, District and Tenant entered into with a subsequent amendment on or about June 14, 2023, identified as (“**Amendment 1**”) to revise the leased premises at Simonds Elementary School beginning on or about July 1, 2023 and to amend the Agreement rates in accordance with Sections 8 and 9 of the Joint Use Agreement from July 1, 2023-June 30, 2024;

WHEREAS, District and Tenant entered into with a subsequent amendment on or about September 26, 2024, identified as (“**Amendment 2**”) to remove the leased premises at Allen at Steinbeck Elementary School beginning on or about October 1, 2024 and to amend the Agreement rates in accordance with Sections 8 and 9 of the Joint Use Agreement from July 1, 2024-June 30, 2025;

WHEREAS, District and Tenant desire to extend the terms of the Agreement for an additional three year term,

WHEREAS, District and Tenant desire to amend the Agreement rates in accordance with Sections 8 and 9 of the Joint Use Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Tenant agree as follows:

AGREEMENT

1. Section 1. Term: Add subsection 7.1.1

7.1.1. The first **Renewal Term** (“**Renewal Term 1**”) of this Agreement shall be for **three (3) years**. The **Renewal Term 1** commencement date shall be July 1, 2025, (“**Commencement Date**”), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2028 (“**Term**”).
2. Section 8.1: Amend the Rent (Building Lease) to **eighteen thousand seven hundred thirty-four dollars and zero cents (\$18,734.00)** per month for **July 1, 2025-June 30, 2026**.
3. Section 9.3: Amend the District’s Utility Pro Rata cost to **\$14.14/SF/year** for **July 1, 2025 to June 30, 2026**.
4. Exhibit D: Add “**Exhibit D : PRO-RATA SHARE AND FMV USE FEE**” of the Agreement attached hereto as **A”TTACHEMENT 1**” which is hereby revised to the Agreement by mutual agreement of the Parties.
5. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment

shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

6. Lessee acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the San José Unified School District's Board of Education approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the later of the dates indicated below.

Dated:

Dated: 6/2/2025

SAN JOSÉ UNIFIED SCHOOL DISTRICT

YMCA OF SILICON VALLEY

By:

By:

Signed by:



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Name: Tracy Morrison

Title: Director, Procurement

Name: Rachel Del Monte

Title: Chief Executive Officer

ATTACHEMENT 1

Exhibit D: PRO-RATA SHARE AND FMV USE FEE

**South Valley Family YMCA of Silicon Valley
 Booksin ES, Hacienda ES, Reed ES, Schallenberger ES, Simonds ES
 2025-2026**

[A] Dedicated Spaces (exclusive use)	Square Footage
Booksin ES Room G	960
Hacienda ES Room 38	960
Hacienda ES Room 39	960
Reed ES Room E7	960
Reed ES Room E8	960
Schallenberger ES Room 32	960
Schallenberger ES Room 33	960
Simonds ES Room D4	960
Simonds ES Room D1	960
Simonds Storage	74
Subtotal of Dedicated Spaces	8,714
[B] Shared Spaces	Square Footage
Booksin ES Restrooms (25% x 779.2)	195
Schallenberger ES Room 21 (33%x960)	317
Simonds ES Restrooms (25% x564)	141
Subtotal of Shared Spaces	653
[A+B] Total Space	Square Footage
Sum of dedicated and shared spaces	9,367

[D] Pro Rata Share (per square foot per year)	Rate	Square Feet	Subtotal
Routine Maintenance	\$3.38	653	\$2,207.14
Custodial	\$4.07	9,367	\$38,123.69
Grounds	\$0.97	9,367	\$9,085.99
Aquatics - Pool	\$0.00	9,367	\$0.00
Security Monitoring	\$0.31	9,367	\$2,903.77
Furniture Replacement	\$0.00	9,367	\$0.00
Natural Gas and Electricity	\$2.12	9,367	\$19,858.04
Solar	\$1.25	9,367	\$11,708.75
Water	\$0.73	9,367	\$6,837.91
Sewer	\$0.11	9,367	\$1,030.37
Trash	\$0.17	9,367	\$1,592.39
Data Network	\$0.00	9,367	\$0.00
Hazardous Substance	\$0.04	9,367	\$374.68
Insurance Package	\$0.53	9,367	\$4,964.51
Property Self-insured	\$0.40	9,367	\$3,746.80
Safety	\$0.06	9,367	\$562.02
Total	\$14.14	9,367	\$102,996.06

[E] Building Lease (per square foot per year)	Rate	Square Feet	Subtotal
Building Lease	\$24.00	9,367	\$224,808.00

[D+E] Total Cost	Amount
Annual (sum of pro rata share and building lease)	\$327,804.06
Monthly (annual divided by 12)	\$27,317.01