

AMENDMENT TO JOINT USE AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Tenant entered into a Joint Agreement for before and after school day care purposes 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 with a subsequent amendment on or about June 14, 2023, identified as (“Amendment 1”);

WHEREAS, District and Tenant desire to remove the leased premises at Allen at Steinbeck Elementary School beginning on or about October 1, 2024,

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 8.1: Amend the Rent amount to **twenty-two thousand four hundred sixty-one dollars and thirteen cents (\$22,461.13)** per month for **July 1, 2024-September 30, 2024** and **eighteen thousand six hundred forty dollars and thirty-three cents (\$18,640.33)** per month for **October 1, 2024-June 30, 2025**.
2. Section 9.3: Amend the District’s Utility Pro Rata cost to \$9.61/SF/year from July 1, 2024 to June 30, 2025.
3. Section 9.4: Amend the applicable square footage for the Premises to 11,287 SF for July 1, 2024-September 30 and 9,367 SF for October 1, 2024-June 30, 2025.
4. Replace Exhibit A of the Agreement with the revised Exhibit A, 1.6 attached hereto as **Exhibit “A”** 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.

Signature Page Immediately Following

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

Dated:

Dated: 9/18/2024

SAN JOSÉ UNIFIED SCHOOL DISTRICT

YMCA OF SILICON VALLEY

By:

By:

Signed by:

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Name: Tracy Morrison
Title: Director, Procurement

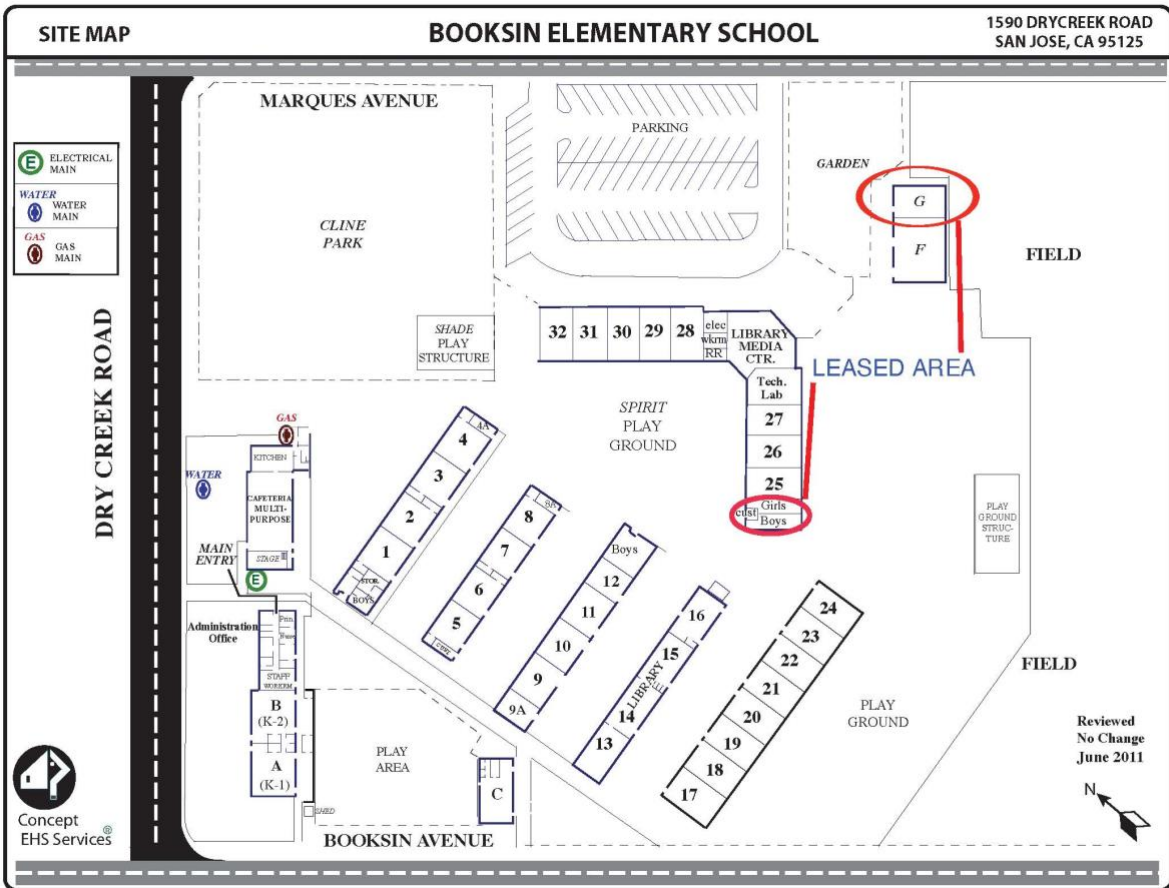
Name: Mary Haughey
Title: Chief Operating Officer

EXHIBIT "A"
DESCRIPTION OF PREMISES AND SITE

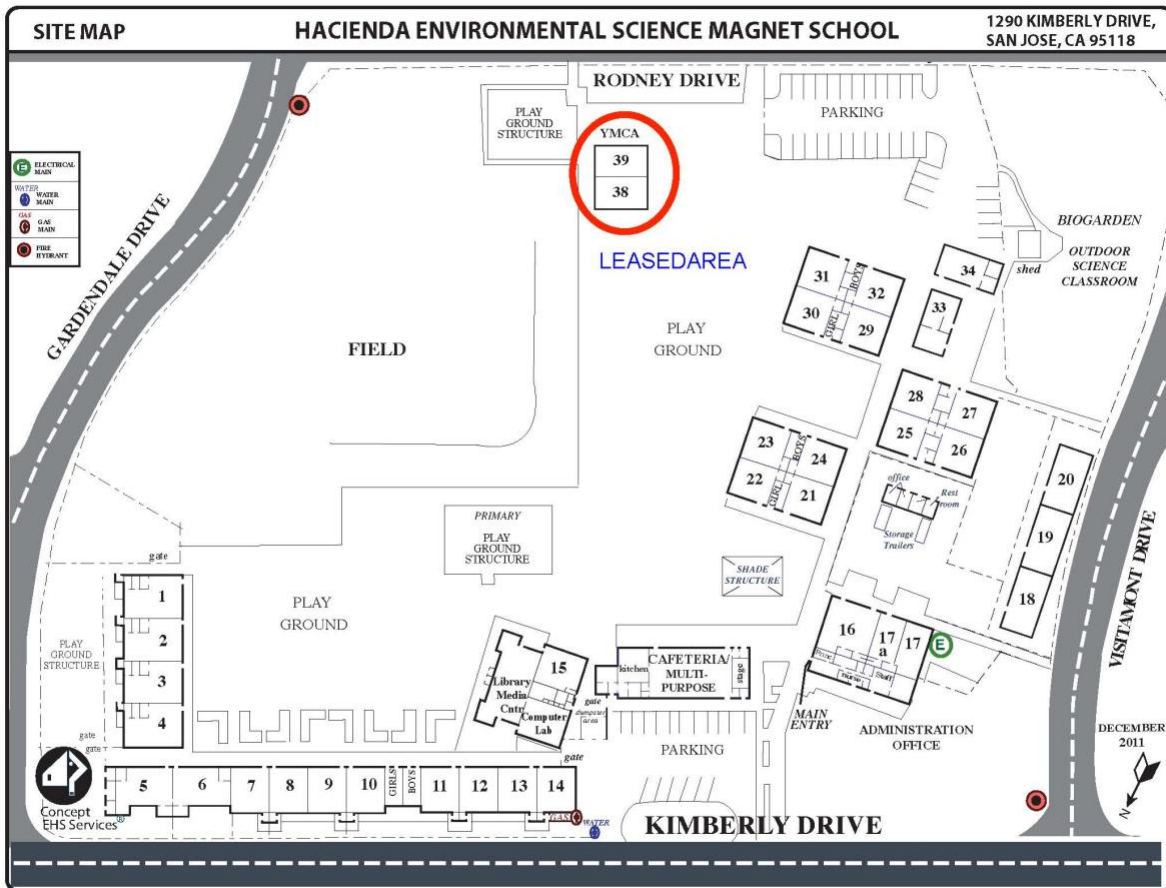
Exhibit "A"
Description of Premises

1. Tenant will have use of the Premises described as:

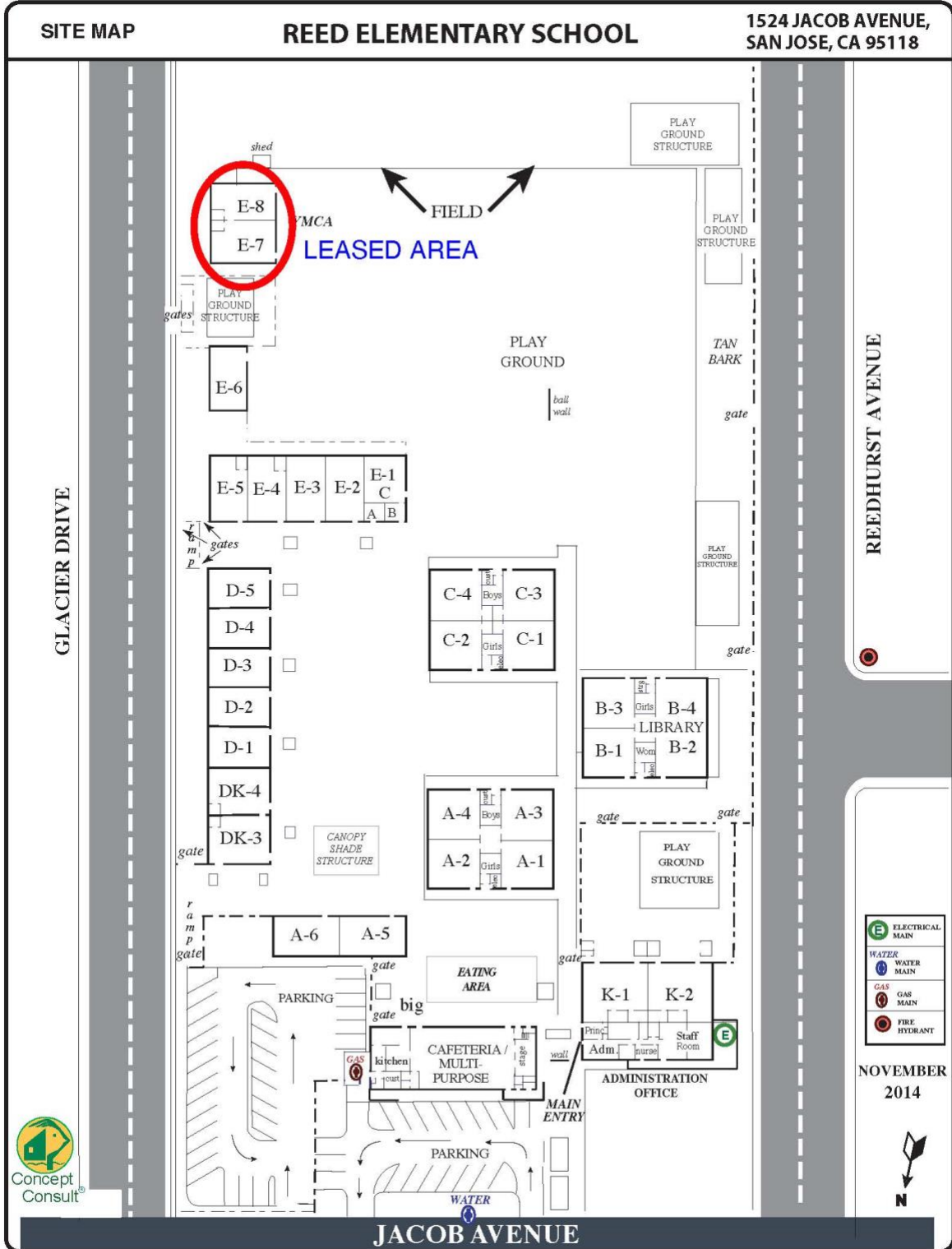
1.1 Booksin ES: Room G (960 SF) shared used of the Restrooms (25% of 779.2 SF or 195 SF) playground and adjacent parking lot.



1.2 Hacienda ES: Room 38 (960 SF), Room 39 (960 SF) shared used of the playground and adjacent parking lot.



1.3 Reed ES: Room E7 (960 SF), Room E8 (960 SF), and shared used of the playground.



1.4 Schallenger ES: Room 32 (960 SF), Room 33 (960 SF), and shared use of the playground. Room 21 may be used afterschool only and during school breaks throughout the school year from 7:30 am to 6 pm.

