

FIRST AMENDMENT TO FACILITY USE LEASE AGREEMENT

This First Amendment to Facility Use Lease Agreement (“First Amendment”) is effective this **1st** day of **July**, 2024, by and between **Santa Monica-Malibu Unified School District** (“District”) a public school district duly organized and existing under the laws of the state of California, and **Santa Monica Community College District** (“College”) a public community college district duly organized and existing under the laws of the state of California. The District and College may be referred to herein individually as a “Party,” and collectively as the “Parties”.

RECITALS

WHEREAS, on August 18, 2022, the District and College entered into a Facility Use Lease Agreement (“Agreement”) and the District temporarily relocated its Olympic High School Continuation, Project Based Learning Cohort, Off Campus Learning Center, and Independent Study Hub Programs (“District Programs”) to the Premises (defined below) prior to the start of the 2022-2023 academic year; and

WHEREAS, the Pico Classroom Complex facilities located on the College’s Santa Monica College campus are ideally suited to house the District Programs while their District facility undergoes renovations; and

WHEREAS, by and through the Agreement, the District has been utilizing the College’s Pico Classroom Complex located at 1900 Pico Blvd., Santa Monica, CA 90405, and the restroom facilities on and adjacent to the Pico Classroom Complex (collectively the “Premises”), in exchange for \$500,000 rent per year; and

WHEREAS, the District’s \$500,000 annual rent payment has been offset against the rent paid by the College for its use of the District’s Madison Campus; and

WHEREAS, the Initial Term of the Agreement is set to expire on June 30, 2024; and

WHEREAS, additional time is needed to complete renovations on the District facilities that house the District Programs and facilitate the relocation of said programs back to their permanent facilities; and

WHEREAS, following negotiations between the District and College, an agreement has been reached to allocate a reduced area on the Campus for District use in exchange for a corresponding decrease in the District’s annual rent payment; and

WHEREAS, the District and College now desire, and mutually agree, to amend the Agreement as set forth in this First Amendment.

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

AMENDMENT

1. **Section 1 Premises.** Section 1.1 is hereby added to the Agreement as follows:
 - 1.1. **Amended Premises.** The Premises, as defined in the Agreement, shall be hereby amended to include the area shaded purple and yellow on the map attached hereto as **EXHIBIT A**, which is incorporated herein by reference. The areas shaded in purple delineate the instructional facilities, while the areas shaded in yellow identify the Restroom Facilities that support the instructional facilities. These combined areas shall be collectively referred to as the "Amended Premises".
 - 1.2. **Amended Premises Access.** The District acknowledges that it is solely responsible for ensuring the security of its leased space and shall take appropriate measures to prevent unauthorized access. The College shall not be held responsible for any unauthorized access or security breaches that may occur through doors leading from non-rented spaces, including those on the west side of the premises, which have exits into the closed campus area.

2. **Section 2 Term.** Section 2.1.1 is hereby added to the Agreement as follows:
- 2.1.1. **First Extended Term.** The term of this Agreement, as amended, is extended for one year commencing on July 1, 2024, and ending June 30, 2025 (“First Extended Term”) unless sooner terminated under any provision hereof.
3. **Section 3 Lease Payments.** Sections 3.1.1., 3.2.1., and 3.3.1. are hereby added to the Agreement as follows:
- 3.1.1. **First Extended Term Fees and Costs.** Compensation for District lease of the Premises during the First Extended Term will be \$400,000 (“First Extended Term Fee”). The First Extended Term Fee includes all parking, maintenance, and custodial service costs provided by the College for District use of the Amended Premises, as provided for within the Agreement.
- 3.1.2. **First Extended Term Payment Structure/Credits.** The College will accept payment of the First Extended Term Fee in the form of a one-to-one lease credit. The credit will be applied to the College’s lease, currently in effect through May 3, 2058, for the entirety of the District property located at 1018 Arizona Avenue, Santa Monica, CA 90401, otherwise known as the “Madison Campus”. The annual invoice(s) for rent payments issued by the District to the College will show a \$400,000 credit toward the College’s rent payment for the Madison Campus.
- 3.1.3. **Early Termination During the First Extended Term.** Termination of this Agreement during the First Extended Term, pursuant to Section 25, will result in an adjustment to the District’s First Extended Term Fee obligation. In such an event, the First Extended Term Fee for that academic year will be pro-rated between the semester during which the District utilized the Premises and the semester the District did not. The District’s pro-rated lease obligation will be \$200,000 per semester of that academic year.
4. **Section 21 Control of Access.** Section 21.1 is hereby added to the Agreement as follows:
- 21.1. **Amended Premises Access.** The District shall be responsible for ensuring the security of the Amended Premises and shall take appropriate measures to prevent unauthorized access. The College shall not be responsible for any unauthorized access that may occur through doors leading from non-rented spaces into the Amended Premises, including those on the west side of the Amended Premises, which have exits into the District’s closed campus area.
22. **Defined Terms.** All defined terms not defined in this First Amendment shall have the same definition and meaning given to those terms in the Agreement.
23. **Counterparts of the First Amendment.** This First Amendment may be executed in counterparts, and all counterparts together shall be construed as one document. Counterparts hereof that are transmitted by facsimile or electronic transmission shall be given identical legal effect as an original.
24. **Governing Law.** This First Amendment shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. Any action or proceeding brought to enforce the terms and conditions of this First Amendment shall be maintained in the County of Los Angeles.
25. **Miscellaneous.** Except as expressly modified by this First Amendment, all terms and provisions of the Agreement are unchanged and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2024

Dated: _____, 2024

Santa Monica-Malibu Unified School District

Santa Monica Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT A

