

**AMENDMENT NO. 1 TO  
THE LEASE AGREEMENT  
BY AND BETWEEN  
THE PALO ALTO UNIFIED SCHOOL DISTRICT (LANDLORD)  
AND THE CITY OF PALO ALTO (TENANT)  
FOR EXTENDED DAY CARE SPACES**

This Amendment No. 1 to the Lease Agreement ("First Amendment") is entered into as of June \_\_, 2023 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and Palo Alto Unified School District, a California public school district ("District"). City and District are referred to collectively as the "Parties" in this First Amendment.

**RECITALS**

- A. **WHEREAS**, the Parties entered into a Lease Agreement for Extended Day Care Spaces, dated July 1, 2022 ("Lease"), under which the City leases certain space on District Sites, as described in Section 1.1.14 and Exhibits A of the Lease;
- B. **WHEREAS**, the Expiration Date of the Lease is June 30, 2023;
- C. **WHEREAS**, the Parties now wish to amend the Lease in order to renew its term, as agreed upon by the Parties.

**NOW, THEREFORE**, in consideration of the covenants, terms, conditions, and provisions of this First Amendment, the Parties agree:

**SECTION 1. Reinstatement of Lease.** The Parties reinstate and reaffirm all the terms and obligations previously agreed to by the Parties under the Lease, subject to the modified terms below.

**SECTION 2. Amendment.** Pursuant to Section 6.15 of the Lease, the Parties modify the Lease as follows:

- a. **Term.** The Parties agree to modify Paragraph 6.1.1 of Section 6.1, "Term", of the Lease to read as follows:

"The term of this Lease shall commence on July 1, 2022 (the "Commencement Date") and end on June 30, 2023 (the "Expiration Date")(collectively, "Term"), unless sooner terminated or extended pursuant to the provisions hereof. The District and City agree to renew the Term of this Lease for an additional one (1) year period, commencing on July 1, 2023, and ending on June 30, 2024 ("First Renewed Term")."

- b. **Renewed Terms.** The Parties agree to modify Paragraph 6.1.2 of Section 6.1, "Term," of the Lease to read as follows:

"This Lease may be renewed for additional one (1) year terms ("Renewed Terms") upon the mutual written agreement of the Parties but in no event shall this Lease's Term and Renewed Terms, together, exceed a total of five (5) years. If either party wishes to renew this Lease, it shall notify the other party in writing at least ninety (90) days before the expiration of the Term."

**SECTION 3. General Provisions.**

- a. **Conflict.** This First Amendment is and shall be construed as a part of the original Lease. In case of any inconsistency between this First Amendment and the Lease, the terms of this First Amendment shall be controlling.
- b. **Incorporation of Recitals.** The recitals set forth above are terms of this First Amendment and are fully incorporated herein by this reference.
- c. **Counterparts.** This First Amendment may be executed in counterparts, whether electronically, via scanned PDF or facsimile, or via wet ink, and all counterparts together shall be construed as one document.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this First Amendment effective as of the dates indicated below.

Dated: \_\_\_\_\_

**CITY OF PALO ALTO**

\_\_\_\_\_  
Ed Shikada, City Manager

Dated: 6/7/23

**PALO ALTO UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Carolyn Chow, Chief Business Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

