

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT C41250 ("Second Amendment") is entered as of the 24th of October 2024, by and between the CITY OF PALM DESERT ("City"), a municipal corporation and the ARTISTS COUNCIL, a California nonprofit public benefit corporation ("Lessee"). City and Lessee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into that certain Lease Agreement dated April 1, 2021 (the "Agreement"), for the lease of the premises more particularly described therein located at 72-567 Highway 111 in the City of Palm Desert, County of Riverside (the "Premises").
- B. The Parties previously entered into a First Amendment to Lease Agreement ("First Amendment") dated July 14th, 2022, extending the term of the lease to June 30, 2027.
- C. The Parties now desire to amend the Agreement on the terms and conditions as provided in this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended in its entirety as follows:
 - a. Term. The first sentence of Section 1.4(a) of the Agreement is hereby amended to read in its entirety as follows:

"The initial term of this lease shall be for a period of nine (9) years and three (3) months, commencing on April 1, 2021 ("Commencement Date") and ending on June 30, 2030 ("Expiration Date")."
 - b. Early Termination. A new section 42 is hereby added to the lease to read as follows:

"42. **Early Termination.** The City may terminate the Agreement at any time, upon providing written notice of the City's intent to terminate the Agreement. The City shall give Lessee not less than ninety (90) days prior written notice of its intent to terminate the Agreement and list the date of termination. The Lessee shall fully vacate the property by the date of termination."



2. Effectiveness of Agreement. Except as explicitly amended by this Second Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Second Amendment. From and after the date of this Second Amendment, whenever the term "Agreement," "Lease," or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3. Entire Agreement. This Second Amendment and the Agreement represent the final and entire agreement between City and Lessee regarding the subject matter hereof and thereof, and may not be contradicted by evidence of prior, subsequent, or contemporaneous oral agreements of the Parties.

4. Modification. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both Parties hereto.

5. Authority. Each individual executing this Second Amendment on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Second Amendment on its behalf.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Second Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. Severability. If any portion of this Second Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]



**SIGNATURE PAGE FOR SECOND AMENDMENT TO CONTRACT NO. C41250
BETWEEN THE CITY OF PALM DESERT
AND THE ARTISTS COUNCIL**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to the Lease Agreement as of the day and year first above written.

CITY OF PALM DESERT

ARTISTS COUNCIL

By: _____
L. Todd Hilman
City Manager

By: _____

Its: Chair-Elect, Artist Council

Printed Name: Uschi Wilson

ATTEST:

By: _____

By: _____
Anthony J. Mejia
City Clerk

Its: Executive Manager

Printed Name: Annie Reutinger

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

QC: _____

Insurance:

Initial Review

Final Approval

