

**BOARD OF TRUSTEES  
UNIVERSITY OF THE DISTRICT OF COLUMBIA  
UDC RESOLUTION NO. 2017- 11**

**SUBJECT: APPROVAL OF D.C. LAW STUDENTS IN COURT LEASE EXTENSION AT BUILDING 52 OF THE UNIVERSITY**

**WHEREAS**, pursuant to D.C. Official Code 38-1202.06, the Board of Trustees has responsibility to generally determine, control, supervise, manage, and govern all affairs of the University of the District of Columbia (the "University"), including oversight of facilities; and

**WHEREAS**, pursuant to 8B DCMR §2101.1, the "President of the University, subject to the approval of the Board of Trustees, is authorized and empowered to rent any building or land ... under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired"; and

**WHEREAS**, D.C. Law Students in Court (DCLSIC) is a 501(c)(3) nonprofit organization that provides civil and criminal legal assistance and representation to low-income individuals and families each year in Washington, D.C., as well as experiential learning opportunities for law students; and

**WHEREAS**, DCLSIC desired to lease on an exclusive basis the commercial retail Unit B of Building 52, which is approximately 1,065 rentable square feet, and to use other classrooms and facilities of the David A. Clarke School of Law; and

**WHEREAS**, the University has determined that the space proposed to be leased to DCLSIC is not currently required for the purpose for which it was acquired"; and

**WHEREAS**, the Board of Trustees previously approved such lease by and between DCLSIC and the University on April 29, 2014; and

**WHEREAS**, DCLSIC and the University desire to extend the term of the lease, revise the monthly rent, and revise the premises leased by DCLSIC in accordance with the Lease Amendment and Extension Agreement attached hereto as Appendix A.

**NOW THEREFORE, BE IT RESOLVED**, that the Board approves the proposed Lease Amendment and Extension Agreement attached hereto as Appendix A and authorizes the President to take all necessary actions to finalize and execute the Lease Amendment and Extension Agreement.

Submitted by the Operations Committee:

May 18, 2017

Approved by the Board of Trustees:

June 6, 2017



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Christopher Bell  
Chairperson of the Board

## Appendix A

### LEASE AMENDMENT AND EXTENSION AGREEMENT

This Lease Amendment and Extension Agreement (this "Amendment") is entered into as of April [ ], 2017, by and between the University of the District of Columbia ("Landlord"), with principal address at 4200 Connecticut Avenue, NW, Washington D.C. 20008, and D.C. Law Students in Court Program, Inc. ("Tenant"), with principal address at 123 W Street, N.W., Washington, DC 20001 (collectively, the "Parties" and each individually a "Party") who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following facts and circumstances:

- (a) Landlord is the landlord and Tenant is the tenant under that certain Lease Agreement, dated as of April 29, 2014 (together with all prior amendments thereto, if any, the "Lease"). Capitalized terms used but not otherwise defined in this Amendment have the meanings given to them in the Lease.
- (b) The initial Term under the Lease (the "Initial Lease Term") is scheduled to expire on July 31, 2017, and the Parties have the option to extend Initial Lease Term of the Lease by written agreement, all as provided in the Lease.
- (c) The current Monthly Rent of the Leased Premises is \$1,666.67, calculated in accordance with Section 3(a)(1) of the Lease, and the Parties desire to change the Monthly Rent amount by written agreement, all as provided in the Lease.
- (d) The current Premises leased by Tenant includes the: (1) Leased Premises with an approximate square footage of 1,065 in the Building as well as; (2) Assigned Building Space with an approximate square footage of 3,300 that Tenant may request access and permission to use from time to time for a total approximate square footage of 4,365.
- (e) The Parties desires to extend the Initial Lease Term, revise the Monthly Rent, and revise the Premises leased by Tenant in accordance with the terms of the Lease; and by this Amendment, Landlord and Tenant desire to set forth their agreements with respect thereto.

2. **Amendments.** Landlord and Tenant agree that the Lease is amended as follows:

The Initial Lease Term of the Lease shall expire on July 31, 2018, rather than July 31, 2017. Tenant will have two (2) one (1) year renewal options (each a "Renewal Option") to further extend the Initial Lease Term. The first year Renewal Option would extend the Initial Lease Term through July 31, 2019 (the "First Year Renewal Option Term") and the second year renewal option would extend the Initial Lease Term through July 31, 2020 (the "Second Year Renewal Option Term" and together with the First Year Renewal Option Term, the "Renewal Option Terms"). The Renewal Options may be exercised by Tenant only by the giving of written notice of such exercise (the "Renewal

**Option Notice”)** to Landlord at least four (4) months before the expiration of the Initial Lease Term or the First Year Renewal Option Term, as applicable. If Tenant fails to timely deliver the Renewal Option Notice, or if this Lease is terminated pursuant to any of its other terms or provisions prior to the expiration of the Initial Lease Term or the First Year Renewal Option Term, as applicable, all remaining Renewal Option Terms shall lapse, and Tenant shall have no right to renew or further renew the Initial Lease Term. The Renewal Option Terms shall be exercisable by Tenant on the express condition that at the time of delivery of Tenant’s Renewal Option Notice and at all times thereafter and prior to the commencement of either Renewal Option Term, Tenant shall not be in default under the Lease beyond any applicable cure period(s). In the event of the failure of any such conditions, all unexercised Renewal Option Terms shall lapse and shall be null and void and of no further force or effect. After exercise of a Renewal Option by Tenant in accordance with the foregoing provisions, Tenant’s obligation to renew shall be irrevocable by Tenant. The First Year Renewal Option Term and the Second Year Renewal Option Term will be at the same Monthly Rent of the Initial Lease Term and otherwise on all of the same terms and conditions as are in effect under the Lease immediately preceding the commencement of the Renewal Option Term.

**(a) Section 1(a) of the Lease is hereby replaced in its entirety with the following provision:**

**“(a) In consideration of Tenant’s agreement to pay the Monthly Rent (defined below) and subject to the covenants and conditions hereinafter set forth,**

- (1) Landlord agrees to lease to Tenant an approximate square footage of 933 space located at 4340 Connecticut Avenue, NW Washington, D.C. (hereinafter, the “Leased Premises”) and known as Building 52 of Landlord’s facilities (the “Building”). The Leased Premises consists of, and shall not be subject to remeasurement during the Term.**
- (2) During the term of this Lease, Landlord may grant to Tenant an exclusive right to use, subject to temporary or permanent relocation within the Building if required for University renovations, improvements or related activities, certain facilities with an approximate square footage of up to 4,086 in the Building (“Assigned Building Space”) that Tenant may request access and permission to use from time to time. Tenant shall schedule all use of such areas in advance with the Office Manager of the David A. Clarke School of Law or other authorized officer/manager of Landlord that may be designated from time to time. Landlord will make best efforts to accommodate Tenant’s request or offer an equivalent space.”**

(b) Section 1(b) of the Lease is hereby replaced in its entirety with the following provision:

““Premises” shall be defined as Leased Premises and Assigned Building Space, comprising an approximate square footage of 5,019.”

(c) Section 3(a) of the Lease is hereby replaced in its entirety with the following provision:

“Tenant shall provide payments to Landlord that, in combination, totals One Hundred Four Dollars and 00/100 (\$104,000.00) annually, inclusive of the annual base rent (\$20,000.00, as further described in subsection 1 below) and the waiver of annual program payments (\$84,000.00, as further described in subsection 2 below), for a blended rate of not less than \$21.00 per square foot. Rent and program payments due from Tenant are further described as follows:”

(d) Section 3(a)(1) of the Lease is hereby replaced in its entirety with the following provision:

“Rent. Beginning on August 1, 2017, rent shall be paid for the Leased Premises in the annualized amount of Twenty Thousand Hundred Fifty Dollars and 00/100 (\$20,000.00) in equal monthly payments of \$1,666.67 (“Monthly Rent”). Based on the rentable square footage of the Leased Premises, the annual rental rate is approximately \$21.44 per square foot.

3. Lease Remains in Effect. Except as amended hereby, the Lease remains unmodified and in full force and effect.
4. Miscellaneous. This Amendment constitutes the entire understanding and agreement of the parties with respect to its subject matter and it supersedes all other understandings and agreements of the Parties with respect thereto.
5. Counterparts. This Amendment may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Signature pages of this Amendment may be detached from any counterpart and re-attached to any other counterpart of this Amendment which is identical in form hereto but having attached to it one or more additional signature pages.

**WITNESS/ATTEST**

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**WITNESS/ATTEST**

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**LANDLORD**

**UNIVERSITY OF THE DISTRICT OF  
COLUMBIA**

By: \_\_\_\_\_

Name: Ronald F. Mason, Jr.

Title: President

**TENANT**

**D.C. LAW STUDENTS IN COURT  
PROGRAM, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Titles: Executive Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Titles: President, Board of Directors