

**FIRST ADDENDUM TO  
THE ADDENDUM TO THE AGREEMENT BETWEEN SANTA CLARA UNIFIED SCHOOL  
DISTRICT AND THE CITY OF SANTA CLARA PERTAINING TO THE USE, MAINTENANCE  
AND IMPROVEMENT FOR PUBLIC RECREATIONAL PURPOSES OF VARIOUS  
BUILDINGS AND OPEN SPACE AREAS AT SCHOOL SITES OWNED BY SANTA CLARA  
UNIFIED SCHOOL DISTRICT – YOUTH ACTIVITY CENTER, TEEN CENTER AND SKATE  
PARK**

The First Addendum to the Addendum to the Santa Clara Unified School District and the City of Santa Clara pertaining to the Youth Activity Center (YAC), Teen Center, and Skate Park Agreement ("First Addendum") is made and effective as of August 14, 2025 ("Effective Date"), by and between **Santa Clara Unified School District**, a California public school district ("District"), and **City of Santa Clara** ("City"). District and City are hereafter referred to as "Parties," and individually as a "Party."

**RECITALS**

**WHEREAS**, on May 13, 1987, the City and the District entered into a Lease Agreement for the City to use a portion of the Cabrillo Middle School site for \$1 per year, for a period of 35 years (2022) and extended for five year terms by mutual consent or the same terms and conditions, but not exceeding 99 years (the "Lease Agreement"), and to construct, operate and maintain a community youth activity center of approximately 20,000 square feet in size, (the "Youth Activity Center" or "YAC"), with the improvements becoming the property of the District at the end of the original term or any extensions.

**WHEREAS**, on April 25, 2023, The Addendum To The Agreement Between Santa Clara Unified School District And The City Of Santa Clara Pertaining To The Use, Maintenance And Improvement For Public Recreational Purposes Of Various Buildings And Open Space Areas At School Sites Owned By Santa Clara Unified School District – Youth Activity Center, Teen Center And Skate Park was ratified. This Addendum pertains to the utilization, maintenance, and enhancement for public recreational purposes of various buildings and open space areas at school sites owned by Santa Clara Unified School District, encompassing the Youth Activity Center, Teen Center, and Skate Park.

**WHEREAS**, the Addendum To The Agreement Between Santa Clara Unified School District And The City Of Santa Clara Pertaining To The Use, Maintenance And Improvement For Public Recreational Purposes Of Various Buildings And Open Space Areas At School Sites Owned By Santa Clara Unified School District – Youth Activity Center, Teen Center And Skate Park specifies that the City of Santa Clara is responsible for scheduling all afterschool and weekend activities, including the rental of the YAC until May 13, 2027. In order to streamline District Use of Facility Rentals, the coordination and scheduling of rentals will be the District responsibility.

**WHEREAS**, the District installed and maintains a fully automatic fire alarm system with voice evacuation notification for the YAC and Teen Center. The new fire alarm system is integrated with the existing fire sprinklers and the existing fire alarm infrastructure at Cabrillo Middle School.

**WHEREAS**, the walls of the YAC need additional waterproofing and District will be performing maintenance on and painting the entire exterior of the YAC in the summer of 2025. The walls of the YAC need to be prepped and painted. The existing City name and building dedication will be

painted over and not replaced. The dedication plaque will be installed in the lobby until the District follows its naming policy procedures.

**NOW, THEREFORE**, in consideration of the mutual obligations set forth in this First Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this First Addendum agree as follows:

#### AGREEMENT

1. As of August 1, 2025, the District is responsible for administering all third-party facility rentals and corresponding rental income for use of the YAC facility. The City may coordinate with the District for use of the YAC and pay the Group 1.5 hourly rental rate, including all associated custodial costs. The City no longer has access to the offices located within the YAC.
2. District installed a new fire alarm and monitoring system in the YAC and Teen Center, which is connected to the Cabrillo Middle School fire alarm system.
  - 2.1. District will monitor, maintain, and coordinate all required inspections for the fire alarm and sprinkler system.
  - 2.2. District is responsible for all costs associated with monitoring, maintaining, and inspections.
  - 2.3. City will provide keys and a security alarm code to the Teen Center for District access to fire panels, and equipment at any time. The low voltage room (IT room) in the Teen Center will not be accessible by District Staff.
  - 2.4. District will provide and maintain fire extinguishers and any other fire department required equipment.
3. District will perform maintenance, add waterproofing and paint the exterior of the YAC during the summer of 2025. This project includes the eastern facade of the YAC that faces San Tomas. The City name and building dedication will be painted over and not replaced during this process.

SIGNATURES ON NEXT PAGE

**IN WITNESS WHEREOF**, the Parties have executed this First Addendum as of the date first above written.

**DISTRICT:**

SANTA CLARA UNIFIED SCHOOL  
DISTRICT BOARD APPROVED ON  
AUGUST 14, 2025

**Santa Clara Unified School District,**  
a California public school district

By: 

Name: Mark Schiel

Title: Deputy Superintendent of Operations/  
Chief Business Official

**CITY:**

**City of Santa Clara**

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

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

Title: City Manager

**APPROVE TO AS FORM FOR CITY:**

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

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

Title: City Attorney