

CITY CLERK

AGENDA REPORT

CITY OF SANTA CLARA

7-A-3

DATE: February 2, 1987
TO: Thomas A. Goulding, Acting City Manager
FOR CITY COUNCIL ACTION
FROM: Director of Parks and Recreation
SUBJECT: Youth Activities Center Lease Agreement Amendment -
Santa Clara Unified School District

The City Council recently approved a lease agreement to utilize property on the closed Cabrillo Intermediate School site. The School District's legal staff has suggested that the term of the lease be changed to thirty-five (35) years rather than fifty-five (55) years (paragraph 2). The lease may be extended for successive five (5) year periods upon the same terms not to exceed ninety-nine (99) years.

A further recommendation changes "certificate of co-insurance" to "certificate of insurance." The City Attorney's office has no objection to these amendments.

RECOMMENDATION

I recommend these amendments be approved by the City Council.

Earl R. Carmichael, Director
Parks and Recreation Department

ERC:gmr
attachments

APPROVED:

Thomas A. Goulding, Acting City Manager

Note: A copy of the Amended Lease
is in the Council Office for
review.

A P P R O V E D

by Council

Date: 2-10-87

Conditions: yes no

Minutes Page:

LEASE

This is a lease between SANTA CLARA UNIFIED SCHOOL DISTRICT of the County of Santa Clara, State of California, hereinafter referred to as "Lessor", and the CITY OF SANTA CLARA, a municipal corporation, hereinafter referred to as "Lessee".

It is agreed between the parties hereto as follows:

1. Lease

Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the parcel of real property described in the attached Exhibit A [Cabrillo Intermediate school property ("Property")], together with reasonable ingress and egress to the area. Lease payment(s) shall be one dollar (\$1.00) per year. In addition, Lessee will have the responsibilities provided for in paragraph 4 (entitled "Rental, Improvements") hereinbelow.

2. Term of Lease

This lease shall commence on the final date of the execution hereof by the parties, and shall run for a period of thirty-five (35) years therefrom. The parties may, by mutual consent, extend the same for successive five-year periods upon the same terms and conditions, provided that the total term, and any extension thereof, shall not exceed 99 years.

3. Ownership of Improvements

At the end of the original term, or any extension(s) thereof, the improvements to the premises shall, at Lessor's option, become the property of Lessor.

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4. Rental, Improvements

As part of the rental during the term of this lease, and any extension thereof, Lessee agrees to do the following:

(a) Construct a Community Youth Activity Center of approximately twenty thousand (20,000) square feet on the premises at Lessee's own cost and expense (estimated to be approximately two million dollars (\$2,000,000.00), the plans for such being subject to the prior approval of Lessor's Board of Trustees. Prior to any of Lessee's construction, plans for the facility must be approved by the Office of the State Architect (O.S.A.).

(b) Lessor shall have the right to utilize the facility without charge when it is not being used by Lessee. Lessor will have first priority after Lessee.

(c) Lessee agrees, at its own expense, to maintain the center in good condition and repair, and to provide adequate servicing to keep the same in good, sanitary and usable condition.

5. Liability Insurance

It is contemplated that, except for the period during which Lessor is using the center or sponsoring an activity or activities at the center, Lessee will be responsible for providing liability coverage for the facility.

To accomplish this end, and to the extent that such is not in conflict with California Civil Code Section 2782, ^{City} Lessee agrees to protect, defend (which shall include costs and

reasonable attorney's fees), hold harmless and indemnify Lessor from any liability for personal injury or property damage caused by Lessee, its officers, agents, or invitees. In that connection, Lessee ^{City} shall, upon request, provide evidence of self-insurance and/or single limit public liability insurance in a combined amount of not less than Five Million Dollars (\$5,000.000.00) on an aggregate basis. If feasible, Lessor will be named as an additional insured.

To the extent that such is not in conflict with California Civil Code Section 2782, during the time period the center is being used by Lessor or Lessor is sponsor¹ of an activity or activities at the center, Lessor agrees to protect, defend (which shall include costs and reasonable attorney's fees), hold harmless and indemnify Lessee from any liability for personal injury or property damage caused by Lessor, its officers, agents, or invitees. In that connection, Lessor shall, upon request, provide evidence of self-insurance and/or single limit public liability insurance in a combined amount of not less than Five Million Dollars (\$5,000.000.00) on an aggregate basis. If feasible, Lessee will be named as an additional insured.

6. Utilities

Lessee shall provide and pay for all of its utilities.

7. Alterations to Premises

Lessee shall make no major alterations, changes or additions

¹"Sponsor" shall refer to occurrences during which person(s) paid by or acting as a volunteer on behalf of and/or with the permission of Lessor are present on Property.

to said premises without obtaining the prior¹⁵ written consent of Lessor, which consent Lessor will not unreasonably withhold. Ownership of any such alterations, changes or modifications shall at the termination of the lease inure to Lessor.

8. Inspection

Lessor shall have the right during normal working hours to inspect the premises and assure itself of the condition and preservation thereof.

9. Notices - Terminations

All notices, statements, demands, requests, consents or approvals by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by mail, postage prepaid and addressed as follows:

To Lessor: Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, California 95052

or to such other place as Lessor may designate by written notice.

To Lessee: City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

or to such other place as Lessee may designate by written notice.

10. Amendments

This lease may be amended only with the mutual written consent of both parties.

11. No Third Party Beneficiary

This lease shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder

for any cause whatsoever.

12. Captions

The captions of the paragraphs of this lease are for reference only and shall not be considered nor referred to in resolving questions of interpretation or construction.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date hereinbelow set forth.

Date: May 13, 1987

APPROVED AS TO FORM:

CITY OF SANTA CLARA:

Michael R. Downey
MICHAEL R. DOWNEY
Assistant City Attorney

By: Everett N. Souza
EVERETT N. SOUZA
Mayor

ATTEST:

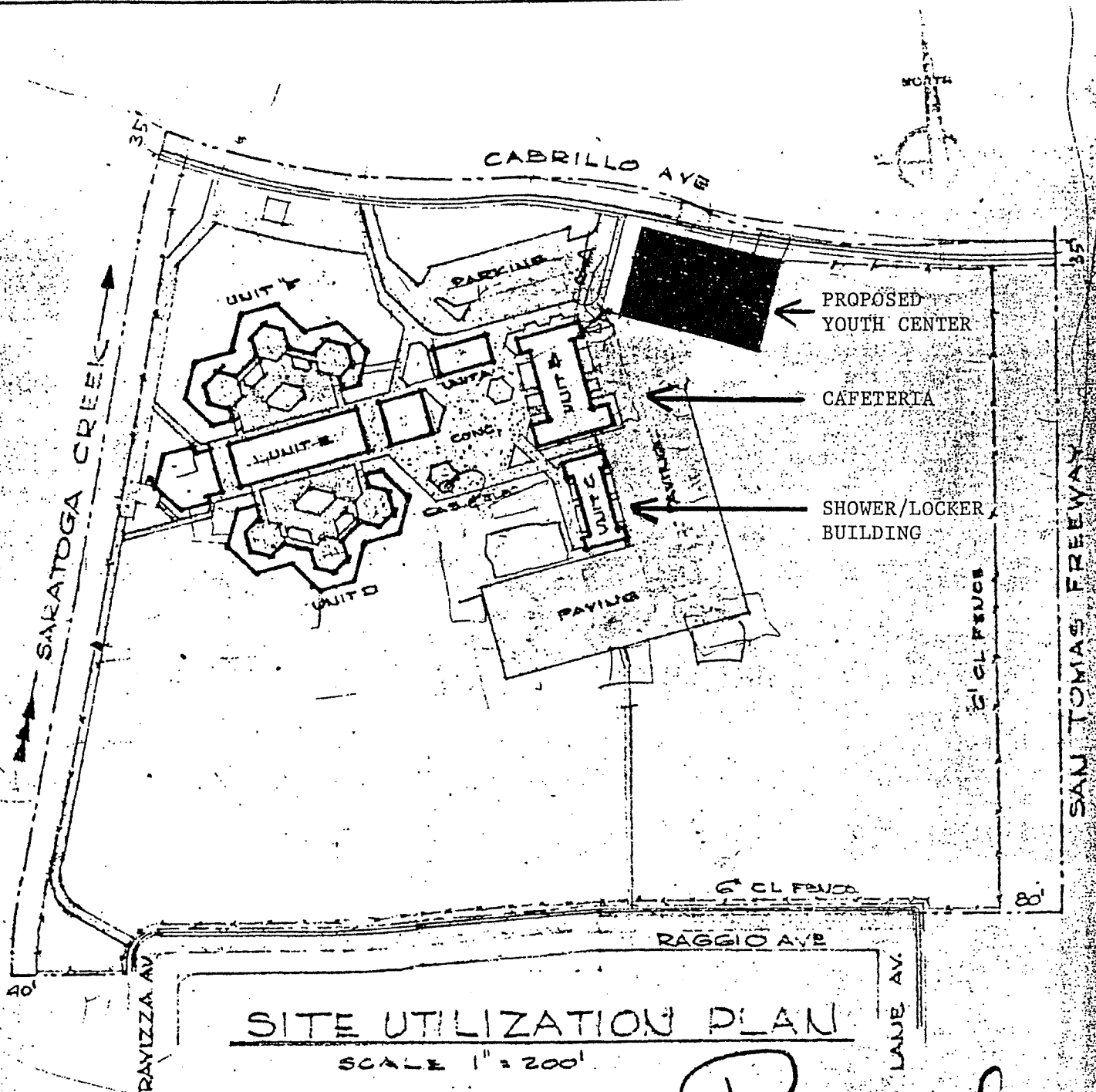
By: Jennifer Sparacino
JENNIFER SPARACINO
City Manager

J. E. Boccignone
J. E. BOCCIGNONE
City Clerk

SANTA CLARA UNIFIED
SCHOOL DISTRICT

By: Rudy Gatti

EXISTING	SP-1A
BASIC PLAN	SP-2A
FINAL PLAN	SP-3A



~~Cabrillo Intermediate School~~

ABOVE HAS BEEN MEASURED IN ACCORDANCE WITH
ART. 2022 JUSCHAPYER 8, TITLE 5 CALIFORNIA
ADMINISTRATION CODE

DATE 6/27/61 SHEET 1 OF 11
OFFICE OF SCHOOL PLANNING
CALIF. DEPT. OF EDUCATION

CLYDE D. GORDIE & DEWITT J. GRIFFIN
ARCHITECTS