January 14, 2015

TO: Santa Clara County Board of Education

FROM: Micaela Ochoa
Chief Business Officer

Craig Wilde
Director, General Services

VIA: Jon Gundry
County Superintendent of Schools

SUBJECT: Request Approval for the 2014-15 Special Education Real Estate Lease

Associated Goal

Goal 2: Provide support to districts, communities, schools, and students

Background

The SCCOE’s Board Policy 3312(a) – Contracts, requires that all contracts for real estate purchases and leases be placed on the Board agenda as Study Action items. As part of our effort to ensure compliance with BP3312(a), we have compiled the attached list of leased properties.

On July 16, 2014, the Board approved the leased properties as presented. This action item is an update to the leased properties that the Board approved on July 16, 2014, because at the time, the lease agreements were still pending.

Fiscal Implications

Funds have been incorporated for the leases in the 2014-15 budget as noted on the attached.

Requested Action

Approve the 2014-15 real estate leases as noted on the attached.
<table>
<thead>
<tr>
<th>Lessor</th>
<th>Site Name</th>
<th>Site Address</th>
<th>Sq. Feet</th>
<th>Agreement Amount/Yr.</th>
<th>Agreement Start</th>
<th>Agreement End</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Jose Evergreen Community College District</td>
<td>San Jose City College - Classroom TK3</td>
<td>2100 Moorpark Avenue, San Jose</td>
<td>960 SF</td>
<td>$1</td>
<td>07-01-14</td>
<td>06-30-15</td>
</tr>
<tr>
<td>San Jose Evergreen Community College District</td>
<td>San Jose City College - SCCOE Portable TK4</td>
<td>2100 Moorpark Avenue, San Jose</td>
<td>Land Lease</td>
<td>$18,000/Yr.</td>
<td>07-01-14</td>
<td>06-30-19</td>
</tr>
</tbody>
</table>

* Lease Attached*
EXTENSION OF THE AGREEMENT BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION (LESSEE)
AND SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT (LESSOR)
TO PROVIDE FACILITIES FOR THE EDUCATION OF
STUDENTS WITH SPECIAL NEEDS

September 15, 2014

It is the intention of both parties to extend the Agreement for San Jose City College,
which expired June 30, 2014, with the following amendments:

Section 2. Term. The term of this extension will commence on July 1, 2014 and
concludes June 30, 2015 for SJCC owned unit #TK3.

Section 3. Rent. The rent for this period is $1.00.

NOTE: Due to the SJCC down grade move to one classroom in 2013-14, please carry
over a credit of $3,958 explained as: $19,000/YR previous rent or $1,583/MO
divide by 2 (rooms) equaling $791.50/Ea./per month multiplied by 5 months
(Feb. – Jun.). Please apply this credit to our Land Lease for the 2014-15 FY.

FULL FORCE AND EFFECT

Except as amended hereby, all of the other terms, covenants and conditions of the Lease,
as amended, remain in full force and effect.

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

By ____________________________
Print: ____________________________
Title: ____________________________
Date: ____________________________

SANTA CLARA COUNTY OFFICE OF EDUCATION

By ____________________________
Print: ____________________________
Title: ____________________________
Date: ____________________________

Risk Management: ____________________________
Reviewer: ____________________________
Rm#: ____________________________
LEASE AGREEMENT BETWEEN SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT AND THE SANTA CLARA COUNTY OFFICE OF EDUCATION TO PROVIDE LAND SPACE FOR FACILITIES

This is an agreement between the San Jose City College (Lessor) and the Santa Clara County Office of Education (Lessee) to provide certain facilities to be used for the education of students.

IT IS AGREED between the parties as follows:

1. **Premises.** Lessor hereby leases to lessee certain land for the placement of relocatable facilities on the terms, covenants, and conditions hereinafter set forth located at:

   San Jose City College - #TK4
   SCCOE Portable (placed in 2014 - see campus layout)
   2100 Moorpark Avenue
   San Jose, CA 95128

2. **Term.** The term of this lease shall be for five (5) years commencing on July 1, 2014 and terminating on June 30, 2019. The lease automatically renewes annually for a total of five years providing it is agreed upon between the parties hereto. Should either party choose not to renew the lease, that party shall provide 90 days prior written notice to the other party.

3. **Rent.** Lessee shall pay Lessor $1,500/month or the sum of $18,000 per year.

4. **Billing.** The above rental payment and actual telephone charges shall be made in accordance with the Lessor's standard billing procedures.

5. **Access to Facilities.** Lessee, its agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the above facilities over such other portions of Lessor's property, as the Lessee deems necessary for the use of the facilities.

6. **Repairs and Maintenance.** It is expressly understood that the Lessee intends to conduct classes for students with severe disabilities in the above facilities. Lessee shall, at its own expense, keep the facilities in good repair and maintain them in a condition suitable for the above purposes.

7. **Utilities & Custodial Services:** Lessor shall provide all utilities (water, sewer, and electricity) and shall furnish custodial services; the cost of the same shall be included in the above rental fee. The Lessee shall be responsible for the actual telephone charges incurred during the term of this agreement.

8. **Alterations.** Lessee shall not make any alterations, changes or additions to the premises without obtaining prior written consent of Lessor, which consent Lessor will not unreasonably withhold. At the termination of this lease any such alterations, changes or additions shall inure to the benefit of Lessor and shall become property of Lessor unless the parties shall otherwise agree in writing prior to the installation thereof. In case any such alterations, changes or additions are removed, Lessee will return the site to its original condition, reasonable wear and tear excepted.

9. **Mutual Indemnification.** Lessor shall assume the defense of and indemnify and save harmless Lessee, its officers, employees and agents, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of lessor, its officers, employees or agents, arising from lessor's failure to keep the premises in good repair and in safe conditions or otherwise arising from Lessor's negligent acts or omissions in the performance of this agreement.
OFFICE OF EDUCATION
SANTA CLARA COUNTY
SAN JOSE/EVERGREEN COMMUNITY COLLEGE

IMPORTANT: You have the right to sign the lease for the property or to have the property listed with your broker.

Rental: 
Lessee will indemnify and hold harmless lessor from all damages, claims and controversies
resulting from the use of premises. Lessee shall provide adequate notice to lessor at least
30 days prior to the expiration date of the lease. Lessee shall provide a written notice of
intention to vacate the property at least 30 days prior to the expiration date of the lease.

By: [Signature]

DATE: 1/15/2015

CHIEF BUSINESS OFFICE

DATE: 1/15/2015

REVIEWED: 12/10/14

Risk Management

DECISION OPTIONS

DATE: 1/15/2015

OFFICE OF EDUCATION
SANTA CLARA COUNTY
SAN JOSE/EVERGREEN COMMUNITY COLLEGE

SM Jose. CA 95128
1290 Ridgway Park Ave.
Director, General Services

SOCOE: Santa Clara County Office of Education

DISTRICT: San Jose/Evergreen College

Notices: All notices to be given under this lease shall be deemed to have been duly given when mailed by
regular mail to the lessor and to the party of the lessor at the address set forth above.

Accordingly, no court order of reentry shall be required to enter the property or to remove any personal
property from the premises. Any personal property not removed by the lessee upon the expiration of the
lease shall become the property of the lessor and may be removed by the lessor at the lessee's expense.

In consideration of the premises, the lessee is responsible for all taxes and insurance as required by
law.

Lessee shall assign the lease or sublease and save harmless the lessor, its officers, agents, and
employees from any and all claims, damages, injuries or losses arising out of the use of the
premises. Lessee shall indemnify and hold harmless lessor from all damages, claims and
controversies resulting from the use of premises. Lessee shall provide adequate notice to
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DATE: 1/15/2015

SM Jose. CA 95128
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